

GLACIER BAY NATIONAL PARK & PRESERVE PROSPECTUS
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All files can be found on the enclosed CD

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**Historical Financial Information
From
Concession Annual Financial Reports**

	2001	2000	1999
Gross Receipts:			
Restaurant	\$460,263	\$ 453,730	\$ 447,718
Gifts	254,638	263,250	151,841
Rooms	506,902	647,594	827,326
Fuel	86,085	74,383	73,152
Transfer In-Park	88,041	89,886	99,021
Camper Drop-Off	93,767	100,994	
Day Tour	1,288,642	1,503,184	1,652,391
Miscellaneous Sales	34,854	24,604	23,164
Franchise Fees	137,938	150,623	153,802
Capital Account Requirements	137,938	150,623	153,802
Merchandise Inventories*	71,593	130,933	109,757
Depreciable Fixed Assets**	2,800,086	3,738,656	3,618,040
Net Depreciable Fixed Assets**	1,813,126	2,849,626	2,935,602

* Gift shop merchandise only

** Includes assets of sister company.

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Admin	BBQ grill	1
Admin	bench	1
Admin	chairs, office	10
Admin	conference table, 6 seat	1
Admin	copier, fax, scanner, fax combo	1
Admin	Desks	4
Admin	dresser, 9 drawer	1
Admin	fax machine	1
Admin	file cabinets, 2 drawer	3
Admin	file cabinets, 4 drawer	3
Admin	garbage cans, metal	2
Admin	kayaks, neck	7
Admin	large Xerox copier	1
Admin	pencil sharpeners, electric	2
Admin	radios, 2-way	6
Admin	safe	1
Admin	shelves, plastic, stackable	20
Admin	shelves, wire	3
Admin	shelves, wood, 6 ft	3
Admin	staplers	7
Admin	tables, folding, 6ft	8
Admin	ten keys	4
Admin	vacuums	4
Cabins	artwork	56
Cabins	bed frame, dbl, ranch oak	23
Cabins	bed frame, queen	2
Cabins	bed frame, sgl, ranch oak	56
Cabins	bedspread , queen	2
Cabins	bedspread, dbl	43
Cabins	bedspread, sgl	76
Cabins	box spring, dbl	43
Cabins	box spring, queen	2
Cabins	box spring, sgl	76
Cabins	chair, ranch oak, cushioned	38
Cabins	chair, wood, cushioned	2
Cabins	clock radios	57
Cabins	desk chairs	36
Cabins	desks, wood	36
Cabins	end table, lag	1
Cabins	end tables, small	44
Cabins	ice bucket	57
Cabins	luggage rack	56
Cabins	mattress, dbl	43

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Cabins	mattress, queen	2
Cabins	mattress, sgl	76
Cabins	phone	55
Cabins	pillow	216
Cabins	pillow case	308
Cabins	sheet, dbl	135
Cabins	sheet, queen	3
Cabins	sheet, single	238
Cabins	shower curtain	56
Cabins	shower mat	63
Cabins	table, round	1
Cabins	towel, face	368
Cabins	towels, bath	214
Cabins	towels, hand	321
Cabins	trash cans, black	56
Cabins	trash cans, peach	56
Dining Room	baskets, bread	21
Dining Room	baskets, wire	13
Dining Room	bowls, cereal	62
Dining Room	bowls, serving	37
Dining Room	bowls, soup	23
Dining Room	cambro, dispenser	1
Dining Room	cash register	1
Dining Room	chairs, dining room	82
Dining Room	coffee grinder	1
Dining Room	coffee maker, industrial	1
Dining Room	crab crackers	32
Dining Room	crab forks	72
Dining Room	cup, soup	34
Dining Room	forks, dinner	154
Dining Room	Glass, pint	36
Dining Room	Glass, tumbler	24
Dining Room	Glass, wine	24
Dining Room	grinder, pepper	4
Dining Room	high chair	3
Dining Room	ice machine	1
Dining Room	knives, dinner	192
Dining Room	knives, steak	4
Dining Room	microwave	1
Dining Room	oil & vinegar containers	3
Dining Room	plate, crème Brule	15
Dining Room	plate, small rectangle	49
Dining Room	plates, dinner	98
Dining Room	plates, glass, fish	21
Dining Room	plates, oval	23

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Dining Room	plates, salad	138
Dining Room	plates, salad, glass	24
Dining Room	salt & pepper shakers	105
Dining Room	saucers	190
Dining Room	service bar, plastic,	1
Dining Room	spoon, tea	69
Dining Room	spoons, soup	72
Dining Room	syrup dispensers	6
Dining Room	tables, dining room	28
Dining Room	tables, outdoor, 4	16
Dining Room	Tlingit wall moiety carving	1
Employee Dorms	box spring, single	48
Employee Dorms	bunk beds, wood	45
Employee Dorms	dresser	48
Employee Dorms	mattresses, single	48
Front Office	brochure holder, plastic	2
Front Office	card file	1
Front Office	cash register	3
Front Office	copier	1
Front Office	desk	1
Front Office	fishing poles	4
Front Office	first aid kit	1
Front Office	mailbox	1
Front Office	marine radio	2
Front Office	office chair	2
Front Office	phone, computer	3
Front Office	safe, small	1
Front Office	ten key	1
Gift Shop	10X16 metal hanging wall display	1
Gift Shop	2X10 metal wall mounted display	14
Gift Shop	6 bulb track light	1
Gift Shop	8 bulb track light	2
Gift Shop	glass cube shelves	44
Gift Shop	metal spotlights	10
Gift Shop	wood display cabinets	2
Gift Shop	wood frame glass shelve	1
Gift Shop	wood shelve	1
Kitchen	basket, wicker	1
Kitchen	bowl, glass	3
Kitchen	bowl, large	4
Kitchen	bowl, plastic	3
Kitchen	bowls, large, metal	4
Kitchen	bowls, med, metal	2
Kitchen	bowls, small, metal	1
Kitchen	bulk food containers, large	4

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Kitchen	bus tub	6
Kitchen	cake divider	1
Kitchen	cake holders	2
Kitchen	cambro 1.5qt	2
Kitchen	cambro 12qt	2
Kitchen	cambro lid, assort	6
Kitchen	cambro, 22qt	3
Kitchen	cambro, 4qt	3
Kitchen	cambro, 6qt	3
Kitchen	can opener, industrial	1
Kitchen	can opener, small	1
Kitchen	carving board w/light	1
Kitchen	cooler, reach-in, white	1
Kitchen	cutting board, assort	11
Kitchen	dish rack	13
Kitchen	first aid kit	1
Kitchen	grater	3
Kitchen	Ice bucket	1
Kitchen	ice bucket, metal	1
Kitchen	ice cream scooper	2
Kitchen	ketchup, dispenser	1
Kitchen	knives, chef	9
Kitchen	ladle, assort	4
Kitchen	mallet	1
Kitchen	measuring cups, set	1
Kitchen	measuring spoons, set	1
Kitchen	mixer, industrial, w/attachments	1
Kitchen	mixer, kitchen aid, w/attachments	1
Kitchen	mop bucket	1
Kitchen	muffin tin, 24	3
Kitchen	pan 4, 4"	3
Kitchen	pan lids, assort	21
Kitchen	pan, 3, 6"	9
Kitchen	pan, 9, 4"	58
Kitchen	pan, half, 2"	5
Kitchen	pan, half, 4"	13
Kitchen	pan, hotel, 2"	9
Kitchen	pan, hotel, 4"	21
Kitchen	pan, hotel, 6"	4
Kitchen	pan, sauté, large	10
Kitchen	pan, sauté, med	5
Kitchen	pan, sauté, small	7
Kitchen	pan, sheet, full	26
Kitchen	pan, sheet, half	10
Kitchen	pan, 4, 6"	5

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Kitchen	pans, bundt	4
Kitchen	pans, cheesecake	7
Kitchen	pastry bag	1
Kitchen	pastry brush	2
Kitchen	pastry tip set	1
Kitchen	pie tin	6
Kitchen	pizza slicer	1
Kitchen	platter	3
Kitchen	pliers	2
Kitchen	pot, ex large, soup	1
Kitchen	pot, large	3
Kitchen	pot, large, soup	6
Kitchen	pot, small	2
Kitchen	rack, 6ft, wheeled	1
Kitchen	rack, straining	2
Kitchen	ramekins, glass	9
Kitchen	ramekins, metal	53
Kitchen	robot coup	1
Kitchen	rolling pins	3
Kitchen	scale	2
Kitchen	scraper	5
Kitchen	scraper, metal	4
Kitchen	shelving units, industrial, metal	4
Kitchen	silverware rack	2
Kitchen	slicer, industrial	1
Kitchen	soup warmer	1
Kitchen	spatula, burger flipper	3
Kitchen	spatula, plastic	3
Kitchen	spatula, serving	8
Kitchen	spoon, long handle	3
Kitchen	spoon, short handle	7
Kitchen	steel, sharpening	2
Kitchen	strainer	5
Kitchen	toaster, industrial	1
Kitchen	tongs	9
Kitchen	whisk	1
Kitchen	whisk, large	1
Kitchen	wine rack	2
Lobby	chairs, wood, upholstered cushions	2
Lobby	couch, wood, upholstered cushions	10
Lobby	display case, wood	8
Lobby	end tables, large	3
Lobby	end tables, small	3
Lobby	plant, plastic	1
Lobby	sign, dining room	1

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Office	answering machine	1
Office	circuit board	1
Office	CPU	3
Office	CPU IBM	4
Office	DSL LAN extender	2
Office	HP Base HUB	1
Office	keyboard	7
Office	modem	2
Office	Monitor	7
Office	patch panel	2
Office	phone system, phone board and (7) phones	1
Office	printer HP 5l	2
Office	printer, HP DeskJet	1
Office	router, Cisco	1
Shop	chain saw	1
Shop	circular saw	1
Shop	compressor	1
Shop	electrical repair tool kit	1
Shop	fasteners, various	1
Shop	fittings, various	1
Shop	garden tools	5
Shop	grinder	1
Shop	hand saw	2
Shop	ladder	3
Shop	mechanics tool kit	1
Shop	metal cabinet, non-fire proof	1
Shop	plumbers tool kit	1
Shop	power drill	1
Shop	power drill cordless	1
Shop	sledge hammer	1
Shop	table saw	1
Staff Café	Book shelves, 4ft	1
Staff Café	Book shelves, 7ft	1
Staff Café	bowel, large metal	1
Staff Café	bowl, soup	51
Staff Café	cambric	2
Staff Café	chairs, lounge	1
Staff Café	chairs, metal	15
Staff Café	coffee maker	1
Staff Café	couches, leather	3
Staff Café	cup, coffee	68
Staff Café	cup, soup	58
Staff Café	dispenser, cereal	3
Staff Café	espresso machine, small	1
Staff Café	forks	34

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Staff Café	Garbage cans. Large plastic	5
Staff Café	Ice machine	1
Staff Café	knives, butter	68
Staff Café	knives, steak	6
Staff Café	metal rack, stainless, mobile	1
Staff Café	microwave	1
Staff Café	plates, dinner	15
Staff Café	plates, salad	67
Staff Café	refrigerator, small	1
Staff Café	Rug 12x12	1
Staff Café	salad bar, large plastic	1
Staff Café	saucers	78
Staff Café	screen, projection	1
Staff Café	spoons	30
Staff Café	Stand, TV	1
Staff Café	tables, small end	3
Staff Café	trays, plastic	52
Staff Café	TV 22inch	1
Staff Café	VCR	1
Staff Café Kitchen	bowls, metal, mixing	10
Staff Café Kitchen	bowls, plastic, mixing, assort	10
Staff Café Kitchen	broom, large	1
Staff Café Kitchen	broom, large	2
Staff Café Kitchen	bus tub	4
Staff Café Kitchen	cambro 22qt	1
Staff Café Kitchen	cambro, 1.5qt	6
Staff Café Kitchen	cambro, 2qt	5
Staff Café Kitchen	cambro, 12qt	3
Staff Café Kitchen	cambro, 16qt	1
Staff Café Kitchen	cambro, 4qt	8
Staff Café Kitchen	cambro, 6qt	3
Staff Café Kitchen	cambro, lids, assort	14
Staff Café Kitchen	can opener, industrial	1
Staff Café Kitchen	crab crackers	7
Staff Café Kitchen	crab forks	6
Staff Café Kitchen	cups, measuring, assort	3
Staff Café Kitchen	cutting boards	8
Staff Café Kitchen	deep fryer	1
Staff Café Kitchen	dish racks	7
Staff Café Kitchen	eye wash kit	1
Staff Café Kitchen	garbage can, large, plastic	2
Staff Café Kitchen	grater	2
Staff Café Kitchen	hand sanitizer	1
Staff Café Kitchen	ice cream scoop	1
Staff Café Kitchen	ice tea maker	1

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Staff Café Kitchen	knives, chef	4
Staff Café Kitchen	ladle, small, plastic	4
Staff Café Kitchen	ladles, metal, assort	5
Staff Café Kitchen	Mixer, Burr, w/bowl & attachments	1
Staff Café Kitchen	mixer, hand, Braun	1
Staff Café Kitchen	mixer, Kitchenaid, w attachments	1
Staff Café Kitchen	mop	1
Staff Café Kitchen	mop bucket	1
Staff Café Kitchen	pan, sauté, large	7
Staff Café Kitchen	pan, sauté, med	4
Staff Café Kitchen	pan, sauté, small	4
Staff Café Kitchen	pans, bread	13
Staff Café Kitchen	pans, half, 2"	8
Staff Café Kitchen	pans, half, 4"	11
Staff Café Kitchen	pans, hotel, 2"	10
Staff Café Kitchen	pans, hotel, 4"	14
Staff Café Kitchen	pans, muffin, 12	1
Staff Café Kitchen	pans, muffin, 24	2
Staff Café Kitchen	pans, quarter, 4"	7
Staff Café Kitchen	pans, sheet, full	19
Staff Café Kitchen	pans, sheet, half	9
Staff Café Kitchen	pans, third, 4"	4
Staff Café Kitchen	pans, third, 6"	10
Staff Café Kitchen	pastry brush	2
Staff Café Kitchen	pie tins, metal, 13"	5
Staff Café Kitchen	pitchers, plastic	16
Staff Café Kitchen	pizza cutter	1
Staff Café Kitchen	platter	4
Staff Café Kitchen	pots, soup, large	5
Staff Café Kitchen	pump pots,	2
Staff Café Kitchen	rack, metal	1
Staff Café Kitchen	rack, metal, mobile	1
Staff Café Kitchen	robot coupe	1
Staff Café Kitchen	rolling pin	2
Staff Café Kitchen	salad spinner	1
Staff Café Kitchen	scale	2
Staff Café Kitchen	shelving unit, kit, industrial	5
Staff Café Kitchen	skillet	2
Staff Café Kitchen	slicer	1
Staff Café Kitchen	smoker	1
Staff Café Kitchen	soap dispenser	1
Staff Café Kitchen	spatulas, metal	3
Staff Café Kitchen	spatulas, plastic	4
Staff Café Kitchen	spoons, large, kit, metal, assort	22
Staff Café Kitchen	steel (sharpening)	2

Glacier Bay Lodge Personal Property List

Location	Item	Quantity
Staff Café Kitchen	strainers, metal	4
Staff Café Kitchen	tongs, metal, assort	10
Staff Café Kitchen	towel dispenser	1
Staff Café Kitchen	tubs, plastic, large	2
Staff Café Kitchen	waffle maker	2
Staff Café Kitchen	whisk	7
Vehicles	1976 International bus	1
Vehicles	1977 International bus	1
Vehicles	1981 International bus	1
Vehicles	1984 Ford Truck (box)	1
Vehicles	1986 Ford Eldorado 21 PAX	1
Vehicles	1986 Ford Eldorado 21 PAX	1
Vehicles	1987 Ford 40 pax bus	1
Vehicles	1987 Ford Truck (box Luggage)	1
Vehicles	1988 Dodge Ram V an	1
Vehicles	1988 GMC Pickup	1
Vehicles	1989 Chevy Astro Van	1
Vehicles	1990 Dodge Ram Van	1
Vehicles	1992 Chevrolet pickup	1
Vehicles	1993 Ford Club Wagon	1
Vehicles	1993 Ford Club Wagon	1
Vehicles	1995 Plymouth Van	1

Glacier Bay National Park & Preserve

Glacier Bay Lodge Pre-Solicitation Site Visit Notes

September 4, 2002

Participants

<u>Name</u>	<u>Affiliation</u>
Lennie Gorsuch	Allen Marine
Gary Sorrels	American West Steamboat Co.
Joe Rentfro	ARAMARK
Dean Crane*	ARAMARK
Bill Frasier*	ARAMARK
Mike Olney	Bear Track Inn
Brad Rice	Cross Sound Express
Dick West	Cruise West
Jeff Krida	Cruise West
Karen Cooper	Cruise West
Mark Wascher	Glacier Bay Park Concessions, Inc.
Kenzie Broughton	Glacier Bay Park Concessions, Inc.
David Goade	Goldbelt, Inc.
Caroline Martin*	Huna Totem
Albert W. Dick*	Huna Totem
Sam Furuness	Huna Totem
Don Rosenberger*	Huna Totem
David Wilde*	Mt. Rainier Guest Services

Glacier Bay National Park & Preserve

Tomie Lee	Superintendent
Jed Davis	Deputy Superintendent
David Nemeth*	Concessions Chief
Marilyn Trump	Concessions Specialist

*Also participated in tour vessel day trip through Glacier Bay on September 5.

Introduction/General

9:00 AM: Met in NPS Auditorium at Glacier Bay Lodge.

Marilyn Trump distributed an information packet to all participants. This included the site visit agenda for 9/4-5, 2002, pre-solicitation notice, Glacier Bay Park Concession, Inc. Concession contract CC-GLBA001-86 – Amendment No. 4, History of Glacier Bay Lodge Concession, Glacier Bay National Park's visitor guide "*The Fairweather*". Additional information about this concession is available on the park website (www.nps.gov/glba).

Dave Nemeth reviewed the agenda for the site visit, passed around the sign-in sheet and introduced park Superintendent Tomie Lee. Tomie gave a brief welcome. Participants introduced themselves.

Much of the site visit was conducted as a walking tour of the facilities. Questions from participants were noted and included below. General comments are from the NPS. Questions are grouped together under the topic headings below, for clearer organization. Development of the prospectus and next contract is in progress, but the NPS cannot

comment at this time on exactly what services or other requirements will be included in the prospectus or next contract. The main purpose of the site visit is to allow interested parties an opportunity to tour the facilities and see the current concession in operation during the summer months, when it is open for business.

Question: Does the current concession contract with Glacier Bay Park Concessions, Inc. (GBPCI) limit the Bartlett Cove area to just the GBPCI operation? Answer: No, there are several other NPS concessioners in this area - for kayak rentals, guided kayak tours, etc. A separate prospectus will be issued for these services.

There are many other concession contracts at Glacier Bay National Park & Preserve:

- 1 - Guided kayak tours
- 13 - Charter Boat services
- 6 - Tour vessel services
- 7 - Cruise ships
- 1 - Kayak rental operation
- 3 - small lodges in Dry Bay
- 8 - Guided River Rafting tours

Visit the park website for more information about these concessions (www.nps.gov/glba).

Question: In the prospectus, will NPS spell out other concession opportunities and their rollover dates? Answer: Each concession opportunity will be addressed separately in a prospectus for that business opportunity (for example, tour boats based outside the park will be addressed in a separate prospectus, not the prospectus for the contract currently held by GBPCI, which is the subject of this site visit.)

Question: Will there be a list of site visit participants sent to all participants or can this be somehow available? Will there be information available on the NPS website about the prospectus? Answer: the list of participants is included on page 1 of this document. The park intends to post the prospectus for this contract on its website, when it is released.

Prospectus/Next Contract

Question: When will the prospectus be issued? Answer: The prospectus is scheduled to be out by late winter 2003. We hope to make a public announcement of who the NPS intends to award the contract to during the summer of 2003.

Question: Will there be a pre-bid meeting? Answer: If there is a need, we may arrange it by conference call or something similar. As a matter of standard procedure, the NPS does not conduct pre-bid meetings for concession contracts. We do conduct site visits, such as this, which was scheduled during the summer months when the concession is in operation.

Question: How will the transition from the old concessioner to the new concessioner work? Will the new Concessioner be able to start taking over bookings immediately upon notification of being selected as the new Concessioner (there is concern that as soon as the current concessioner finds out they did not get the new contract they will quit taking bookings and hurt business for the next season)? Answer: The next concessioner can start taking reservations as soon as they are awarded the contract. The existing concession contract, particularly Section 11 (Termination) and 12 (Compensation) are applicable to transition issues (the existing concession contract, as well as amendments 1-3, are available on the park website (www.nps.gov/glba)).

Question: What about personal property? Answer: The prospectus will include an estimate of the value of the personal property that the new concessioner will be required to purchase from existing concessioner. Some of the personal property used in the concession is concession owned and some is government owned.

Question: How are the package prices (that contain travel both inside and outside the park) regulated? Answer: Generally the NPS regulates only the portion of a trip which occurs inside the park.

Facilities/Land Assignment/Personal Property

Question: Are there any long term plans to include additional guestrooms? Answer: "Additional lodging (up to 30 additional pillows) will be constructed in Bartlett Cove if the NPS determines that such lodging can appropriately be accommodated in Bartlett Cove and the community [of Gustavus] cannot provide such lodging." (Bartlett Cove Comprehensive Design Plan, FONSI, 3/11/98). At this time, the NPS does not plan to authorize additional guestrooms in the next concession contract.

Begin walking tour of the lodge, starting with the outside, upper deck of the lodge that has the elevator lift for handicap. Reviewed concessioner vegetation management responsibilities. NPS currently does hazard tree removal to provide view shed for lodge and cabins. NPS will be reviewing who will be responsible for hazard tree removal in the next contract.

The NPS has contracted with a third party for a professional condition assessment of all facilities which will be assigned to the next concessioner. In general, the facilities are in good condition. Maintenance and deferred maintenance needs will be considered in the development of contract requirements and in computing the franchise fee for the next contract.

The Lodge and some of the cabins were built in 1966. See "History of Glacier Bay Lodge Concession" in the information package (attached).

NPS would like the facility open as long as possible (May through September).

Question: Is the concession facility assigned to the concessioner all year-round? Answer: Currently the facility is assigned seasonally, although this will change to year-round in the new contract and concessioner may have an on-site maintenance person.

Lower Lodge deck: This is a casual dining area that provides casual food service in addition to formal dining inside. May address improvements to this area in prospectus. There is a fairly high demand for this area, especially from Gustavus locals.

Question: Does the facility meet ADA standards? Answered: Yes, NPS believes the current lodge and rooms to meet ADA standards. Two rooms (#53 and 54) are handicap accessible.

Question: Isn't a roll-in shower now an ADA requirement? Answer: Rooms #53 and 54 have tubs, including handicap features, but they do not include a roll-in shower. However, the NPS believes a roll-in shower is not required by ADA or UFAS standards.

The current arrival scheme is to bring luggage to the luggage room and have lodge staff deliver bags to rooms.

The cabin roofs were replaced in 1999. The lodge roof is scheduled to be replaced in the fall of 2002 (last roof replacement may be described in lodge history in participant's packet of information provided).

Lodge cabin bathrooms were viewed. All cabin bathrooms have been renovated since 1998 and are believed to be in good condition.

Currently the park visitor center is located on the second floor of the lodge building. The NPS has a proposal to construct a new visitor center. Currently construction is not scheduled to begin until 2007 at the earliest. If a new visitor center is constructed, the upstairs of the lodge may be available to the concessioner. In the prospectus, there may be a question asking what the concessioner would do with this area if it did become available.

Question: Is there a possibility for private funding for the visitor center? Answer: There is a possibility for private funding.

Laundry room: The washers and dryers in this room were recently replaced with NPS funds and all are government owned.

All of the fuel storage tanks serving the lodge building and cabins were recently replaced and belong to the NPS. They all meet current regulatory requirements.

Dormitory rooms (viewed only the women's): These are budget accommodations that are available for about \$30.00/night, with low usage. The park may come up with an alternative use or an improvement plan for this building in the prospectus. Also viewed public laundry/shower room.

Maintenance Room: Viewed inside, up ladder and some looked in walk-in freezer that was turned off, but is operational per Kenzie Broughton, storage area next to maintenance shop, area between maintenance shop and kitchen. The future plans for dorm/maintenance building may be converted to a bakery; the park is looking for opportunities for improvement.

Warehouse: Viewed entire storage area, walk-in cooler, gift shop storage area, and flammable storage cabinet. This area was excavated after the lodge was built to build the warehouse.

Gift Shop: This was originally a cocktail lounge with a fireplace that was open on both sides of the bar/lobby wall. This was changed from a bar to a gift shop by the current concessioner, as agreed to by the park.

The fireplace is currently using propane for its fire, but could change back using wood for the fire.

Question: Is the water drained out of the pipes in the winter? Answer: Yes.

Question: What is the antenna on the lodge roof used for? Answer: It is used by the concessioner for their marine radios.

Buses: All of the buses and other vehicles used by the concessioner are the property of the concessioner.

Question: Do any of the buses have an ADA lift? Answer: No (Kenzie Broughton, GBPCI).

GBPCI has a storage and bus maintenance facility located in Gustavus, outside the park.

Concession Employee Dorms, located in Bartlett Cove: Question: How many employee rooms are there? Answer: There are 24 rooms total with four beds in each room, although they try to put only 3 employees per room. Currently, the concessioner has 80 employees. NPS is looking for a program that would offer better housing for employees, and this will be addressed in the prospectus. Dorm rooms are defined as personal property in the existing contract.

Administration/Staff Dining building: Government has purchased the concessioner's possessory interest in this building.

Question: Is there currently a requirement for a nurse or EMT on staff? Answer: The current Operations Plan requires the concessioner to have an EMT 1 or a registered nurse on staff. The requirement for the next contract will be in the Operations Plan for the next contract.

Question: What is the current concessioner's possessory interest in real property located in the park? NPS: The possessory interest will probably be zero, barring unforeseen occurrences. The concessioner's possessory interest will be addressed in the prospectus.

Question: What type of Internet connection is there? Answer: There is a dial-up internet connection, although a satellite connection would be better. The concessioner could put in a T1 line which would give them a faster

connection (initial cost approx. \$1,000 with a monthly lease fee of approx. \$700/month). They may be able to get a satellite connection because they are on a moraine. In the future, there may be an option for a wireless internet connection.

Question: What type of Internet connection does the park have? Answer: A high-speed connection.

Fuel operation: Shore-based fuel pumps are an NPS facility that the concessioner is assigned to provide fuel sales to the public. There is a shared fuel inventory, NPS gives daily reports to concessioner, NPS provides fuel keys, fill vehicles at shore-based pumps and vessels at dock pumps. The NPS charges the concessioner for the costs of operating the fuel farm.

Question: Is it possible for fuel sales to be deleted from the new contract and issued to a separate, local Gustavus resident? Answer: That's a possibility, but will be addressed in the prospectus.

Oil spill response vessels at fuel dock: These vessels are funded by Holland America (by offer in their proposal for their current contract), and operated by SEAPRO to respond to marine fuel spills. Reviewed past spill incidents and stated there is a lot of potential for spills.

The current concessioner has an on-call fuel attendant. There were an average of six fuel sales per day in 2001, including both vehicles and vessels. The concessioner used to sell bait out of the tide house. The NPS does the maintenance on the fuel pumps. There is a high flow pump on the face of the dock; low flow is accessible down below on the floating fuel dock.

Dave showed the Concessioner's public use dock assignment (viewed from fuel dock). Public use dock is NPS maintenance responsibility.

Utilities

The NPS provides the following utility services to the concessioner: electricity, water and wastewater. The concessioner has the option of using the park landfill, but currently has arranged to use the Gustavus landfill, located outside the park, because the rates are less expensive. The NPS also operates the fuel storage facility, and charges the concessioner a pro-rated share of its costs. See the existing GBPCI contract, and Operations and Maintenance Plans, on the park website for additional information on the current operation (www.nps.gov/glba).

Question: If the park purchases electricity from Gustavus, will the concessioner have to buy it from Gustavus also? Answer: If the park were to discontinue generating electricity and connected to commercial power from Gustavus, then the concessioner would have to do the same. The NPS does not expect to connect to commercial power from Gustavus in the next several years, but it remains a long term possibility.

Utility room #2 (within the Lodge building by vending machines): This boiler room is for the lodge only, primarily the kitchen. It is oil fired boilers, two hot water holding tanks. Some asbestos has been identified in this room, but use of a respirator is not required. At this point the only thing the Concessioner is required to do is asbestos awareness training with their employees. The Park will most likely do the abatement work needed in these areas; a decision on this will probably be made at the end of November, 2002.

A Gustavus business delivers propane to the concessioner for the laundry, stoves, and fireplace.

Question: Does the Park prepare the Spill Prevention, Control and Countermeasures Plan (SPCC) plan? Answer: Yes.

Question: Who owns the propane tanks assigned to the concessioner? Answer: All of the propane tanks assigned to the concessioner are government owned.

A commercial fuel barge delivers fuel to the NPS and concessioner at Bartlett Cove. The concessioner buys their own fuel - #2 diesel and gas.

Question: What is the total fuel storage capacity? Answer: The fuel farm can store 100,000 gallons of fuel total, (80,000 diesel and 20,000 gas). There are two over-fill tanks. The fuel barge comes in approximately every two weeks in the summer, with approximately 6 deliveries per year.

Vessels

NPS vessel quotas and vessel operating requirements could change as a result of an Environmental Impact Study (EIS) currently in preparation by the NPS. However, this is being coordinated with the prospectus for the next concession contract. The EIS is scheduled to be completed by January 1, 2004. Following are the current vessel quotas, including those authorized in the current GBPCI contract:

Vessel Category	All companies Entries per day	All companies Entries per season*	GBPCI current contract Entries per day	GBPCI current contract Entries per season*
Cruise Ship	2	139	None	None
Tour Boat	3	276	2	184
Charter Boat	6	312	NA+	221

* the season is defined as June 1- August 31

+ of the 6 charter boat entries per day, no specific number is reserved for the GBPCI contract

Question: Will there be changes to the vessel services authorized in the current GBPCI concession contract?

Answer: There may be changes. NPS is considering pulling out charter boat entries and the second daily tour vessel entry from the existing contract, but no decisions have been made yet. If this second tour boat entry is deleted from the next Lodge contract (the contract currently held by GBPCI), it will likely be offered in a separate prospectus for tour boats based outside the park.

Question: Is the following rule going away: "No charter or tour vessel [based from outside the park] will both originate and terminate at Bartlett Cove within 48 hours while Glacier Bay Lodge is operating." Answer: This restriction will likely continue for whatever vessel entries are authorized in the next concession contract. If there are no charter vessel entries in the next concession contract, this restriction would be reconsidered for charter boats based outside the park. The prospectus will include the final determination on this issue.

1:00 PM, M/V Keet viewing at Public Use Dock. This is a passenger ferry that comes from Juneau to Bartlett Cove four days a week, arriving in Bartlett Cove at 1:00 PM. It is using vessel entries currently assigned to GBPCI. In the future, the entries for the passenger ferry and how to allocate them will be addressed in the EIS. This service will most likely not be in the new contract. The ferry currently carries most of GBPCI's freight from Juneau to Gustavus. Another option for getting freight to Gustavus is to ship goods by barge. The last four years the concessioner's parent company operated a Juneau-Gustavus ferry, but decided to focus on Lynn Canal and use it there.

Question: Does the NPS have a way to stop a service if after a year or so it's apparent that it's not working, etc.?

Answer: Yes, through the evaluation system and the Superintendent can terminate the contract.

At the Pubic Use Dock, other tour vessels dock for an hour or so and let passengers off. There is a three-hour limit, same as the general public, which we don't see changing much.

Day Tour Boat - Spirit of Adventure, operated by GBPCI: The Spirit of Adventure is the vessel currently used by GBPCI. It has a passenger capacity of 250 people. This vessel is also being used as a camper/kayak drop-off boat. It could have to pick-up or drop-off several campers per day (example: possibly of picking up 15 campers/kayaks and one stop and 15 more at the next stop). The Park may offer the kayak drop-off service as a separate service or include it in the next Lodge contract.

Question: Is the Spirit of Adventure considered personal property and is it owned by GBPCI? Answer: This vessel is personal property. Currently, it is the understanding of the NPS that the current concessioner does not own it, but a sister company does own it.

NPS has an interpreter on every tour vessel and cruise ship operating in the park.

The day tour vessel needs a good window anti-fogging system, good viewing areas, and needs to be a fast boat to get all the way up to the glaciers and back in one day. There are speed restrictions-changes throughout the season especially in the lower bay.

Glacier Bay National Park & Preserve
Glacier Bay Lodge Pre-solicitation Site Visit
September 5, 2002 [Day Tour]

Participant List:

Don Rosenberger	Huna Totem (consultant)
Albert W. Dick	Huna Totem (Board Member)
Caroline Martin	Huna Totem
Dean Crane	ARAMARK
Bill Frasier	ARAMARK
David Wilde	Mt. Rainier Guest Services

7:00 am: Boarded Spirit of Adventure

7:30 am: Departed Bartlett Cove

There was no formal presentation or question period. Participants independently observed the day tour operation, visitor activities and NPS interpretive program. No additional information related to the Glacier Bay Lodge solicitation was provided by the NPS.

4:00 p.m.: returned to Bartlett Cove

4:30 p.m.: Disembark

**APPLICATION FOR CONCESSION CONTRACTING PREFERENCES
PURSUANT TO ANILCA SECTION 1307(b):
Local Residents and Most Directly Affected Native Corporations**

**ISSUED IN CONNECTION WITH A CONCESSION CONTRACT
WHICH WILL BE OPEN FOR COMPETITION
FOR THE OPERATION OF:**

**Day Tour Vessel, Lodging, Food & Beverage, Gifts & Merchandise, Camper Drop-Off Services,
Ground Transportation, Fuel Sales and Related Services**

**At
Glacier Bay National Park & Preserve**

APPLICATION ISSUED: December 18, 2002

**Applications and any modifications of them must be received by
The National Park Service**

No later than February 18, 2002 AT 4:30 P.M.

**At
National Park Service
Attn: Concessions Division
2525 Gambell Street, Room 107
Anchorage, AK 99503-2892**

ADDRESS QUESTIONS AND INQUIRES TO:

**Mr. David Nemeth
Chief of Concessions
Glacier Bay National Park & Preserve
PO Box 140
Gustavus, Alaska 99826
Telephone: (907) 697-2624
Fax: (907) 697-2654
E-Mail: david_nemeth@nps.gov**

or

**Mr. Kevin Apgar
Concession Program Manager
Alaska Support Office
2525 Gambell Street, #107
Anchorage, AK 99503
(907) 257-2594
(907) 264-5679
kevin_apgar@nps.gov**

**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
ALASKA REGION**

INTRODUCTION

The National Park Service (NPS) intends to issue a prospectus inviting proposals to operate the principal park concession at Glacier Bay National Park & Preserve. The contract that will result will authorize the concessioner to provide day tour vessel, lodging, food & beverage, gifts & merchandise, camper drop-off services, ground transportation, fuel sales and related services. The term of the contract is proposed to be approximately 10 years, expiring on December 31, 2013.

The NPS intends to issue the prospectus within the next 90 days. In connection with the prospectus, NPS is issuing this application for the purpose of determining which potential Offerors qualify for the statutory preferences provided by the Alaska National Interest Lands Conservation Act, Section 1307(b) and 36 CFR Part 13, Subpart D. In order to be considered for a preference for this prospectus Offerors must submit a timely application separate from any proposal in response to the actual prospectus. Applications for the ANILCA Section 1307(b) preferences must be mailed or delivered to the NPS at the address and received by the time and date shown on the front cover of this application. This is the only opportunity Offerors will have to apply for and be recognized as an Offeror with a preference for the prospectus. Submission of an application does not obligate a potential Offeror to submit an offer in response to the prospectus. Failure to submit an application does not preclude an Offeror from submitting a proposal in response to the prospectus. However, the Offeror would not be recognized as an Offeror with a preference for the prospectus.

The prospectus will explain the business opportunity, the terms and conditions under which the NPS will award the concession contract, the proposal instructions and proposal package, including the selection factors. The solicitation, selection and award of the concession contract will be conducted pursuant to 36 CFR part 51.

EXISTING PREFERRED OFFEROR DETERMINATIONS

On June 4, 1997 the National Park Service invited Native Corporations to apply for "most directly affected" status, pursuant to 36 CFR 13.85. Huna Totem Corporation was determined to be a Native Corporation "most directly affected" by the establishment of Glacier Bay National Park & Preserve.

Other Native Corporations may apply for this same status by completing this application, pursuant to 36 CFR 13.85(d). As stated in the regulation, "in the event that more than one Native Corporation is determined to be equally affected within the meaning of this section, each such Native Corporation will be considered as a preferred operator under this subpart." (36 CFR 13.85(c))

APPLICATION FOR ANILCA SECTION 1307(b) PREFERRED OPERATOR

Refer to ANILCA Section 1307 regulations (36 CFR Part 13, Subpart D) in the appendix to answer the following questions:

(1) Is the entity making this application a local resident, as defined in 36 CFR 13.81(f), for the services to be offered under this prospectus? *If yes, provide documentation to support this assertion, as described in these regulations.*

☐

Yes

☐

No

(2) Are you applying for "most directly affected Native corporation" status, as defined in 36 CFR 13.85? *If yes, provide the documentation to support this assertion, as described in these regulations.¹*

☐

Yes

☐

No

¹ Huna Totem Corporation has previously been determined to have "most directly affected" Native corporation status for Glacier Bay National Park & Preserve. Pursuant to 36 CFR 13.85(d), Huna Totem does not need to resubmit supporting documentation.

PART 13--NATIONAL PARK SYSTEM UNITS IN ALASKA

1. The authority citation for part 13 continues to read as follows:

Authority: 16 U.S.C. 1, 3, 462(k), 3101 et seq.; §13.65 also issued under 16 U.S.C. 1a-2(h), 20, 1361, 1531, 3197.

2. Section 13.2 is amended by redesignating paragraph (e) as paragraph (f), and a new paragraph (e) is added to read as follows:

§13.2 Applicability and scope.

* * * * *

(e) Subpart D of this part 13 contains regulations applicable to authorized visitor service providers operating within certain park areas. The regulations in subpart D of this part amend in part the general regulations contained in this chapter.

* * * * *

3. In part 13, a new Subpart D is added to read as follows:

SUBPART D - SPECIAL VISITOR SERVICES REGULATIONS

13.80 Applicability and scope.

13.81 Definitions.

13.82 Historical operators.

13.83 Preferred operators.

13.84 Preference to Cook Inlet Region, Incorporated.

13.85 Most directly affected Native Corporation.

13.86 Appeal procedures.

13.87 Information collection.

SUBPART D - SPECIAL VISITOR SERVICES REGULATIONS

§13.80 Applicability and scope.

(a) Except as otherwise provided for in this section, the regulations contained in this part apply to visitor services provided within all national park areas in Alaska.

(b) The rights granted by this subpart to historical operators, preferred operators, and Cook Inlet Region, Incorporated are not exclusive. The Director may authorize other persons to provide visitor services on park lands. Nothing in this subpart shall require the Director to issue a visitor services authorization if not otherwise mandated by statute to do so. Nothing in this subpart shall authorize the Director to issue a visitor services authorization to a person who is not capable of carrying out its terms and conditions in a satisfactory manner.

(c) This subpart does not apply to the guiding of sport hunting or sport fishing.

§13.81 Definitions.

The following definitions apply to this subpart:

(a) Best offer means a responsive offer that best meets, as determined by the Director, the selection criteria contained in a competitive solicitation for a visitor services authorization.

(b) Controlling interest means, in the case of a corporation, an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation. Controlling interest in the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, means a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity. In other circumstances, controlling interest means any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

(c) Director means the Director of the National Park Service or an authorized representative.

(d) Historical operator, except as otherwise may be specified by a statute other than ANILCA, means the holder of a valid written authorization from the Director to provide visitor services within a park area that:

(1) On or before January 1, 1979, was lawfully engaged in adequately providing such visitor services in the applicable park area;

(2) Has continued, as further defined in §13.82, to lawfully provide that visitor service since January 1, 1979, without a change in controlling interest; and

(3) Is otherwise determined by the Director to have a right to continue to provide such services or similar services pursuant to §13.82.

(e) Local area means an area in Alaska within 100 miles of the location within the park area where any of the applicable visitor services is authorized to be provided.

(f) Local resident means:

(1) For individuals. Those individuals who have lived within the local area for 12 consecutive months before issuance of a solicitation of offers for a visitor services authorization for a park area and who maintain their primary, permanent residence and business within the local area and whenever absent from this primary, permanent residence, have the intention of returning to it. Factors demonstrating the location of an individual's primary, permanent residence and business may include, but are not limited to, the permanent address indicated on licenses issued by the State of Alaska, tax returns and voter registration.

(2) For corporations. A corporation in which the controlling interest is held by an individual or individuals who qualify as local resident(s) within the meaning of this subpart. For non-profit corporations a majority of the board members and a majority of the officers must qualify individually as local residents.

(g) Native corporation means the same as defined in section 102(6) of ANILCA.

(h) Preferred operator means a Native Corporation that is determined under §13.85 to be "most directly affected" by the establishment or expansion of a park area by ANILCA, or a local resident as defined in this subpart.

(i) Responsive offer is one that is timely received and meets the terms and conditions of a solicitation for a visitor services authorization.

(j) Visitor services authorization is a written authorization from the Director to provide visitor services in a park area. Such authorization may be in the form of a concession permit, concession contract, or other document issued by the Director under National Park Service policies and procedures.

§13.82 Historical operators.

(a) A historical operator will have a right to continue to provide visitor services in a park area under appropriate terms and conditions contained in a visitor services authorization issued by the Director as long as such services are determined by the Director to be consistent with the purposes for which the park area was established. A historical operator may not operate without such an authorization. The authorization will be for a fixed term. Failure to comply with the terms and conditions of the authorization will result in cancellation of the authorization and consequent loss of historical operator rights under this subpart.

(b) Nothing in this subpart will prohibit the Director from permitting persons in addition to historical operators to provide visitor services in park areas at the Director's discretion as long as historical operators are permitted to conduct a scope and level of visitor services equal to those provided before January 1, 1979, under terms and conditions consistent with this subpart. A historical operator may be permitted by the Director under separate authority to increase the scope or level of visitor services provided prior to January 1, 1979, but no historical operating rights will be obtained in such increase.

(c) If a historical operator applies for a visitor services authorization in the form of a joint venture, the application will not be considered as validly made unless the historical operator demonstrates, to the satisfaction of the Director, that it has the controlling interest in the joint venture.

(d) A historical operator may apply to the Director for an authorization or amended authorization to provide visitor services similar to those it provided before January 1, 1979. The Director will grant the request if such visitor services are determined by the Director to be:

(1) Consistent with the protection of park resources and the purposes for which the park area was established;

(2) Similar in kind and scope to the visitor services provided by the historical operator before January 1, 1979; and

(3) Consistent with the legal rights of any other person.

(e) When a historical operator's visitor services authorization expires, and if the applicable visitor services continue to be consistent with the purposes for which the park area was established as determined by the Director, the Director will offer to renew the authorization for a fixed term under such new terms and conditions as the Director determines are in the public interest.

(f) If the Director determines that authorized visitor services must be curtailed or reduced in scope, level, or season to protect park resources, or for other purposes, the Director will require the historical operator to make such changes in visitor services. If more than one historical operator providing the same type of visitor services is required to have those services curtailed, the Director will establish a proportionate reduction of visitor services among all such historical operators, taking into account historical operating levels and other appropriate factors so as to achieve a fair curtailment of visitor services among the historical operators. If the level of visitor services must be so curtailed that only one historical operator feasibly may continue to provide the visitor services, the Director will select one historical operator to continue to provide the curtailed visitor services through a competitive selection process.

(g) Any of the following will result in loss of historical operator status:

(1) Revocation of an authorization for historic types and levels of visitor services for failure to comply with the terms and conditions of the authorization.

(2) A historical operator's declination of a renewal of the authorization made pursuant to paragraph (d) of this subsection.

(3) A change in the controlling interest of the historical operator through sale, assignment, devise, transfer, or by any other means, direct or indirect. A change in the controlling interest of a historical operator that results only in the acquisition of the controlling interest by an individual or individuals who were personally engaged in the visitor services activities of the historical operator before January 1, 1979, will not be deemed a change in the historical operator's controlling interest for the purposes of this subpart.

(4) A historical operator's failure to provide the authorized services for more than 24 consecutive months.

(h) The Director may authorize other persons to provide visitor services in a park area in addition to historical operators.

§13.83 Preferred operators.

(a) In selecting persons to provide visitor services for a park area, the Director will, if the number of visitor services authorizations is to be limited, give a preference (subject to any rights of historical operators or CIRC under this subpart) to preferred operators determined qualified to provide such visitor services.

(b) In such circumstances, the Director will publicly solicit competitive offers for persons to apply for a visitor services authorization, or the renewal of such an authorization, to provide such visitor services pursuant to 36 CFR Part 51 and/or other National Park Service procedures. All offerors, including preferred operators, must submit a responsive offer to the solicitation in order to be considered for the authorization. If the best offer from a preferred operator is at least substantially equal to the best offer from a non-preferred operator, the preferred operator will receive authorization. If an offer from a person besides a preferred operator is determined to be the best offer (and no preferred operator submits a responsive offer that is substantially equal to it), the preferred operator who submitted the best offer from among the offers submitted by preferred operators will be given the opportunity, by amending its offer, to meet the terms and conditions of the best offer received. If the amended offer of such a preferred operator is considered by the Director as at least substantially equal to the best offer, the preferred operator will receive the visitor service authorization. If a preferred operator does not amend its offer to meet the terms and conditions of the best offer, the Director will issue the authorization to the person who submitted the best offer in response to the solicitation.

(c) The Native Corporation(s) determined to be "most directly affected" under this subpart and local residents have equal preference. The rights of preferred operators under this section take precedence over the right of preference that may be granted to existing satisfactory National Park Service concessioners pursuant to the

Concessions Policy Act (16 U.S.C. 20) and its implementing regulations and procedures, but do not take precedence over the rights of historical operators or CIRI as described in this subpart.

(d) An offer from a preferred operator under this subpart, if the offer is in the form of a joint venture, will not be considered valid unless it documents to the satisfaction of the Director that the preferred operator holds the controlling interest in the joint venture.

(e) Nothing in this subpart will prohibit the Director from authorizing persons besides preferred operators to provide visitor services in park areas as long as the procedures described in this section have been followed. Preferred operators are not entitled by this section to provide all visitor services in a park area.

(f) The preferences described in this section may not be sold, assigned, transferred or devised, directly or indirectly.

§13.84 Preference to Cook Inlet Region, Incorporated.

(a) The Cook Inlet Region, Incorporated (CIRI), in cooperation with village corporations within the Cook Inlet region when appropriate, will have a right of first refusal to provide new visitor services within that portion of Lake Clark National Park and Preserve that is within the boundaries of the Cook Inlet region. In order to exercise this right of first refusal, the National Park Service will publicly solicit competitive offers for the visitor services authorization pursuant to 36 CFR Part 51 or other applicable National Park Service procedures. CIRI must submit a responsive offer within 90 days of such solicitation. If CIRI makes such an offer and is determined by the Director to be capable of carrying out the terms and conditions of the visitor services authorization, it will receive the authorization. If it does not, the authorization may be awarded to another person pursuant to usual National Park Service policies and procedures if otherwise appropriate.

(b) The CIRI right of first refusal will have precedence over the rights of preferred operators. An offer from CIRI under this section, if the offer is in the form of a joint venture, will not be considered valid unless it demonstrates to the satisfaction of the Director that CIRI has a controlling interest in the joint venture.

(c) The CIRI right of first refusal may not be sold, transferred, devised or assigned, directly or indirectly.

§13.85 Most directly affected Native Corporation.

(a) Before the award of the first visitor service authorization in a park area to be made after the effective date of this subpart, the Director will provide an opportunity for any Native Corporation interested in providing visitor services within the applicable park area to submit an application to the superintendent to be determined the Native Corporation most directly affected by the establishment or expansion of the park area by or under the provisions of ANILCA. An application from an interested Native Corporation will include the following information:

(1) Name, address, and phone number of the Native Corporation; date of incorporation; its articles of incorporation and structure;

(2) Location of the corporation's population center or centers; and

(3) An assessment of the socioeconomic impacts, including historical and traditional use and land- ownership patterns and their effects on the Native Corporation as a result of the expansion or establishment of the applicable park area by ANILCA.

(4) Any additional information the Native Corporation considers relevant or the Director may reasonably require.

(b) Upon receipt of all applications from interested Native Corporations, the Director will determine the "most directly affected" Native Corporation considering the following factors:

(1) Distance and accessibility from the corporation's population center and/or business address to the applicable park area; and

(2) Socioeconomic impacts, including historical and traditional use and landownership patterns, on Native Corporations and their effects as a result of the expansion or establishment of the applicable park area; and

(3) Information provided by Native Corporations and other information considered relevant by the Director to the particular facts and circumstances of the effects of the establishment or expansion of the applicable park area.

(c) In the event that more than one Native Corporation is determined to be equally affected within the meaning of this section, each such Native Corporation will be considered as a preferred operator under this subpart.

(d) The Director's most directly affected Native Corporation determination applies to the award of all future visitor service authorizations for the applicable park area. However, a Native Corporation that did not apply for this determination in connection with an earlier visitor services authorization may apply for a determination that it is an equally affected Native Corporation for the applicable park area in connection with a later visitor services authorization. Such subsequent applications must contain the information required by paragraph (a) of this section, and must be made in a timely manner as described by the Director in the applicable solicitation document so as not to delay the consideration of offers for the visitor services authorization.

§13.86 Appeal procedures.

An appeal of the denial of rights with respect to providing visitor services under this subpart may be made to the next higher level of authority. Such an appeal must be submitted in writing within 30 days of receipt of the denial. Appeals must set forth the facts and circumstances that the appellant believes support the appeal. The appellant may request an informal meeting to discuss the appeal with the National Park Service. After consideration of the materials submitted by the appellant and the National Park Service record of the matter, and meeting with the appellant if so requested, the Director will affirm, reverse, or modify the denial appealed and will set forth in writing the basis of the decision. A copy of the decision will be forwarded to the appellant and will constitute the final administrative decision in the matter. No person will be considered to have exhausted administrative remedies with respect to a denial of rights to provide visitor services under this subpart until a final administrative decision has been made pursuant to this section.

§13.87 Information collection.


(a) The information collection requirements contained in this part have received emergency approval from the Office of Management and Budget under 44 U.S.C. 3507, et seq., for the basic contracting program and assigned clearance number 1024-0125. The information is being collected as part of the process of reviewing the procedures and programs of State and local governments participating in the national historic preservation program. The information will be used to evaluate those procedures and programs. The obligation to respond is required to obtain a benefit.

(b) The public reporting burden for the collection of information is estimated to be 480 hours for large operations and 240 hours for small operations, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Information Collection Officer, National Park Service, 800 North Capitol Street, Washington, D.C. 20013; and the Office of Management and Budget, Office of Information and Regulatory Affairs, Attention: Desk Officer for the Department of the Interior (1024-0125), Washington, D.C. 20503.

DEVELOPMENT ZONE VEGETATION MANAGEMENT PLAN



**Glacier Bay National Park and Preserve
July, 2000**

Approved by: 
Tomie Patrick Lee
Superintendent

Date: July 12, 2000

GLACIER BAY NATIONAL PARK

DEVELOPMENT ZONE VEGETATION MANAGEMENT PLAN

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PURPOSE AND NEED

The central issue that prompted the preparation of this plan is a concern that various kinds of human activity may have serious effects on Bartlett Cove's natural plant communities and the wildlife that depends on them. In the absence of a vegetation management plan, policies governing these activities have not been clarified and management decisions inconsistent, leading to confusion on the part of employees, the concessioner and the public.

Park policy on mitigation of ground disturbance and restoration of disturbed sites also needs to be specified.

This plan attempts to clarify the policies aimed at achieving a balance between maintaining naturalness and providing for human use in the development zone at Bartlett Cove.

APPLICABILITY

This plan applies to the Glacier Bay National Park Development Zone at Bartlett Cove.

DEFINITION OF PARK DEVELOPMENT ZONE

The 1984 General Management Plan (GMP) defines the Development Zone of Glacier Bay National Park as the area excluded from wilderness designation surrounding the park road and developed areas at Bartlett Cove. The zone extends from Cooper's Notch on the south to the southern end of the Beardslee "cut" on the north, and from those points eastward to the park boundary (see appendix I for map). The GMP states that lands in this zone "will be managed for park development and intensive public use that substantially alters the natural environment".

The lodge land assignment area surrounds the lodge and is basically bordered by the road on the south and the beach on the north and also includes the lodge employees' housing area (see appendix II for map). The concessioner is responsible for landscaping, trails, litter pick-up, etc. within this area.

GENERAL NPS POLICIES

NPS Management Policies and *NPS-77 Natural Resources Management Guideline* provide critical guidance on vegetation management in the various zones. All park employees, especially those whose work may necessitate the disturbance of park resources, should be familiar with these documents.

NPS Management Policies (4:2) states: "Park development zones are managed and maintained for intensive visitor use. Accordingly, . . . the natural aspect of the land in the zones may be altered. In development zones adjacent to natural zones, management will aim at maintaining as natural an environment as possible, given the use of the zone. Such

management may involve the manipulation of natural resources, but any manipulation will be the minimum necessary to achieve the planned use”.

Referring specifically to landscaping and plants in the park development zone, *Management Policies* (4:9) states, “landscapes and plants in park development zones may be manipulated as necessary to achieve the purpose of the zone. Landscapes and plantings adjacent to natural or cultural zones will use native or historic species and materials to the maximum extent possible. Certain native species may be fostered for aesthetic, interpretive, or educational purposes. Use of exotic species or materials will conform with the exotic species policy”.

This policy framework is broad and authorizes considerable leeway in formulating vegetation management policies in developed areas. This plan attempts to provide more specific and useful guidelines for the Bartlett Cove area.

The Vegetation Management section of the 1984 GMP is included as appendix IV.

PLANT COMMUNITIES OF BARTLETT COVE

For a discussion of the various plant communities at Bartlett Cove, see Biological Inventory of Selected Portions of the Bartlett Cove, Gustavus and Indian Point Areas by Streveler, Paige and Bosworth, 1995. Of the plant communities identified in this report, the two that are probably most susceptible to human impact and therefore of most concern in this plan are the mature spruce/hemlock forest and rich supratidal meadows. The dynamic boundary between these two communities is perhaps the most productive vegetative zone in Bartlett Cove.

The Forest. The coastal rainforest at Bartlett Cove has developed over the last two centuries, following the retreat of glacial ice. In 1976 the forest was an even-aged stand of sitka spruce trees with a few young hemlocks and a very open understory. In that year a severe windstorm toppled hundreds of trees, which were already weakened by nutrient-poor soils. It is believed that this event precipitated the ensuing spruce beetle epidemic, since freshly-dead spruce trees are ideal beetle habitat. Over the next two decades, up to 75% of the spruce trees in the lower Glacier Bay area succumbed to windthrow and/or spruce beetle infestation.

While the infestation seems at this writing to have subsided, the effects on the Bartlett Cove forest ecosystem are profound and lasting. Because of the openings in the forest canopy brought about by spruce mortality, we are now seeing characteristics of an old-growth forest at Bartlett Cove: mixed-age trees with western hemlock emerging as the dominant species, and a diverse, productive understory. The "aura of rich decadence"¹ of mature old-growth forest is not yet fully developed at Bartlett Cove, but old-growth characteristics should strengthen and persist indefinitely, as periodic windthrow creates new openings in the canopy and reinforces the tendency toward mixed-aged stands.

¹ O'Clair, Rita et al, *The Nature of Southeast Alaska*, Alaska Northwest Books, 1992, p. 30

The changes in the Bartlett Cove forest are mostly positive ones from the point of view of wildlife. While the closed-canopy forest was poor habitat for most wildlife, the increased diversity and improved food sources are benefiting birds such as woodpeckers, flycatchers, wrens, golden-crowned kinglets and Townsend's warblers. Nuthatches and creepers are birds of the old-growth forest that should become more common over time. Dead trees provide an important food source for insect-eating birds and nesting habitat for cavity-nesters such as woodpeckers, chickadees and goldeneyes. The Bartlett Cove forest may also be important nesting habitat for marbled murrelets; this importance should increase as the forest matures. Rich berry crops should benefit bears and small mammals as well as birds. The forest's proximity to the coast greatly increases its value as wildlife habitat.

The Meadows. Bartlett Cove's supra-tidal meadows consist primarily of fireweed, cow parsnip, lupine and beach pea, with salt-tolerant beach rye occupying a lower band reached by the very highest tides. The meadows are constantly migrating seaward as they are invaded by forest from the upland side and themselves invade intertidal meadows at the seaward side as the land rises (approximately 1.5"/year). The very existence of these meadows, which are characteristic of northern but not southern SE Alaska, can be attributed to glacial rebound, which makes a little bit more land available along the beach margin for colonization by terrestrial vegetation every year. Although these meadows will probably not be subject to direct development impacts, they are of concern from a vegetation management point of view because they are exceedingly rich wildlife habitat and also are very attractive for human use.

ISSUES

Ecological integrity. Protection of ecological integrity is a top management priority in national parks. This goal must be compromised in the developed zone because intensive human use has inevitable impacts; however, careful planning combined with good techniques can minimize the loss of integrity.

Tree Removal. Removing trees for vista clearing, hazardous tree management, or development, involves not only the loss of trees, but also potential disruption of natural systems by admitting more light and moisture to the area. Soil disruption may lead to the invasion of an area by opportunistic species such as alders or exotics. Considerable disturbance to the surrounding area during the falling and clean-up procedures may occur. Nesting birds may be disturbed if the activity takes place during the spring or summer.

Shrub Control. Shrub control is a necessary practice for aesthetic, safety and protection-of-property reasons. However, shrubbery provides privacy and wildlife habitat. The important function natural vegetation serves by screening buildings and other facilities from public view must be recognized and valued.

Cultural Landscape. Bartlett Cove possesses important cultural values. A Tlingit village that was overrun by the advancing glacier several hundred years ago was probably located here; after the glacier receded, the Hoonah people returned and established a village on the shore of Lester Island just across the cove from park headquarters. Numerous culturally modified trees (CMTs) in the development zone attest to the area's importance. The Hoonah people still have strong cultural ties to Bartlett Cove. Natural vegetation is an important element of this cultural landscape's integrity.

Equipment Use. The methods used to accomplish vegetation practices also affect the character of Bartlett Cove. Mechanized equipment may impact natural quiet. Decisions about the use of such equipment must balance the need for efficiency with potential impacts to wildlife, employees, residents and visitors.

Interpretation. For some visitors to Glacier Bay, Bartlett Cove provides the only on-ground experience they will have in the park. Thus this area is exceedingly important from an interpretive point of view. Bartlett Cove is where visitors can gain their understanding and appreciation of the rainforest, meadows, wetlands, ponds and shrublands that have developed following glacial retreat two centuries ago. Surrounded by these intact plant communities, visitors will gain an understanding of the moment in time occupied by Bartlett Cove today, and a viable lens through which to view other aspects of the Glacier Bay story. Though Bartlett Cove is far removed in time and space from the glaciers, visitors can still infer here the "dynamic intermingling of storm and ice with life's quiet tenacity".²

² quote from ANILCA

Wildlife. The Bartlett Cove/Bartlett River estuary area is one of the most important in the park in terms of wildlife habitat. Vegetation management may affect wildlife in a number of ways, including direct loss of habitat, altered vegetation communities, disturbance of nesting birds and setting of visitor use patterns. Vegetation management decisions thus must always carefully consider possible impacts on wildlife.

The forest/meadow ecotone along the beach is an exceedingly important terrestrial plant community for both birds and mammals. Mammals such as bears, coyotes, mink and otters frequent the coastal area; vegetation in nearby uplands provides important shelter and food sources.

Birds are especially vulnerable to disturbance from vegetation management practices. Many songbirds nest in the alder thickets; thus, shrub control could impact these species, including hermit thrushes, orange-crowned and Wilson's warblers and Lincoln's sparrows. Cutting trees, living or dead, endangers many nesting birds. Townsend's warblers, pine siskins, hummingbirds and thrushes nest on tree branches in the forest; woodpeckers, chickadees, goldeneyes and mergansers nest in cavities in dead trees. Standing dead trees are also important for woodpeckers because they harbor insects. Marbled murrelets are believed to nest in the tops of tall spruce trees some distance inland in the Bartlett Cove area.

Exotic species. Exotic plant problems are increasingly recognized as a serious national issue. A recent Department of Interior New Release (April 28, 1998) states that "the march of non-native plants across the American landscape is so pervasive that the unique differences of regional plant communities are blurring." NPS Director Bob Stanton has deplored the damage caused by non-native plants to the "living natural heritage the parks are supposed to protect." The National Park Service should take a leading role in combating this pervasive problem.

General NPS policies on exotic species management are presented in NPS *Management Policies* and NPS-77. *Management Policies* (4:11) defines exotic species as those "that occur in a given place as a result of direct or indirect, deliberate or accidental actions by humans". Section 4:12 states that "management of populations of exotic plant and animal species, up to and including eradication, will be undertaken wherever such species threaten park resources or public health and when control is prudent and feasible. . . High priority will be given to the management of exotic species that have a substantial impact on park resources and that can reasonably be expected to be successfully controlled; lower priority will be given to exotic species that have almost no impact on park resources or that probably cannot be successfully controlled. The decision to initiate a management program will be based on existing, and where necessary newly acquired, scientific information that identifies the exotic status of the species, demonstrates its impact on park resources, and indicates alternative management methods and their probabilities of success".

Several exotic plant species have been present at Bartlett Cove at least since the 1970's. They are now plentiful here and in other areas of the park, but Glacier Bay is fortunate in

that no "invasive" or "disruptive" exotic species are known to occur here (see appendix V). Although dandelions and other common exotics may be more of a nuisance than a serious threat, their presence here detracts from a sense of naturalness. Considering Glacier Bay's stature as one of the premier wilderness areas of the world, as well as a Biosphere Reserve and World Heritage Site, this level of impact may not be insignificant. Also, Bartlett Cove is the primary point of entry for exotic species to Glacier Bay's backcountry. Thus, controlling exotics here may help retard their spread into the wilderness.

Disturbances of natural groundcover increase the likelihood of exotic species establishment. The import of fill material from Gustavus is a potential source of exotic species introduction.

Threatened/endangered species. According to Streveler's 1995 inventory, no species of plant in the Bartlett Cove area is listed as Threatened or Endangered by the U.S. Fish and Wildlife Service. Two candidate species may occur here, although no specimens have been found. Several other species listed as "rare" by the Alaska Natural Heritage Program may be of concern. The "Species of Concern" section of Streveler's inventory is included in this plan as appendix VI.

The Bartlett Cove area is not believed to be critical habitat for any threatened/endangered species of animal.

Employee and resident well-being. Appendix VII summarizes the views of some Bartlett Cove residents about vegetation management in residential areas. The statement points out that several park employees are required to live in Bartlett Cove as a condition of employment. Most of these employees have families and consider their residence truly their home. Amenities such as lawns and gardens contribute to their quality of life. Lawns provide a place for children to play and gardens provide a healthful and enjoyable activity for some residents.

Management Policies (8:14) states "NPS and concession employees living in parks may cultivate gardens for personal use in park development zones under terms and conditions established by the superintendent. Such use will not be permitted if it would . . . adversely affect visitor enjoyment of the historic or natural scene, or result in the derogation of park values or purposes."

Vista and sunlight clearing also contribute to quality of life for some residents, especially during the long, dark winters when Seasonal Affective Disorder may be a problem. However, privacy, intactness and opportunities for solitude are all qualities that may suffer as vegetation is removed.

The recreational needs of concession employees, who live in cramped quarters, may be even more pressing. This problem may involve vegetation issues.

Areas at the main administration building, and a view of Bartlett Cove from the building and parking lot, may contribute to employee morale.

Forest insect and disease management. The Bartlett Cove forest has been severely affected by a spruce beetle infestation over the past two decades; other outbreaks of disease or infestation may occur in the future. NPS action or inaction may be controversial, especially as park policies may have serious consequences for adjacent land owners.

NPS Management Policies (4:1) states that, in natural zones, managers will strive to maintain all the components and processes of naturally evolving park ecosystems. Thus “interference with natural processes in park natural zones” will generally not be allowed. In development zones, natural resources may be manipulated, but the manipulation will be “the minimum necessary to achieve the planned use.” Native pests will generally be “allowed to function unimpeded” except in specific situations outlined in *Management Policies* 4:13. Proposed pest control measures must be included in an approved resource management plan.

Safety. The NPS has a legal, moral and fiscal responsibility to protect human safety and developed facilities from preventable risk. Hazardous tree management and visibility on roads are among the important safety issues involving vegetation management determinations. Management must balance the need to protect property and public safety with protection of other park values.

Trails. Trail planning, development and maintenance often involve vegetation management determinations. A trail management plan for the park was completed and approved by the superintendent in 1994. The plan stresses that Bartlett Cove trails should provide an opportunity for park visitors to have a “wilderness experience,” away from signs or other human development.

The trail management plan envisions converting the old park road along the beach to a trail once the road is rerouted, and relocating the Bartlett River trailhead to park headquarters once the trailers are removed. An extensive planning and revegetation effort will be required.

The development of unauthorized trails in the lodge vicinity, mainly by concession employees, has caused unacceptable impacts on vegetation. Unauthorized trails or campsites may also be a problem at the campground.

Timber and Gustavus issues. The effects that park policies have on our neighbors in Gustavus must be considered in management decisions. Local residents have an economic interest in a valuable resource: timber.

Management Policies (8:15) states, “natural resource products that accumulate as a result of site clearing for development, hazard tree removal, vista clearing, or other management actions will be recycled through the ecosystem wherever practicable.

Where recycling is not practicable, the products may be disposed of. Disposal may be accomplished by contract, if the result of work done under contract and the value is calculated in the contract cost, or by sale at fair market value in accordance with applicable laws and regulations. Wood that accumulates as a result of management actions described above may also be used for park purposes such as heating public buildings or offices or for interpretive campfire programs.”

The 1984 GMP states, "the Park Service will not use park timber for construction materials." However, the 1988 *Management Policies*, as quoted above, states that park wood may be used for park purposes. This plan advocates the use of local timber, thereby reducing the need to import lumber, when practicable.

Consultation with Forest Service entomologists has indicated that there is no danger of spruce beetles being introduced to Gustavus if the trees are dead. If the trees are green, stipulations to prevent the introduction of beetles are needed. The Forest Service is a great source of information on spruce beetles; local residents should be referred to this source if they have questions we can't answer. A Forest Service publication on the spruce beetle is available.

The 1984 GMP states, "salvage of beach logs will not be allowed within the [non-Preserve] boundaries. However, if nonpark resources in the future cannot provide sufficient firewood for local use, the National Park Service will consider salvage of beach logs in designated areas". Salvage of beach logs does not seem to be an issue at this time.

Human consumptive/native traditional uses. *Management Policies* (8:15) states “a superintendent may designate certain fruits [and] berries. . .that can be gathered by hand for personal use or consumption.” Gathering berries, mushrooms and other fruiting bodies is an important activity for many visitors, employees and local residents. With an increased native presence in Bartlett Cove, desire for other types of plant utilization, such as collecting seaweed, devil's club, or other traditional edible/medicinal plants, may become an issue. Collection and use of park resources for traditional carving, woodworking, basketmaking and construction activities may also be requested, as may the opportunity to collect pitch from spruce trees in the traditional manner.

GOALS

The general goals of vegetation management in the park development zone are:

- To maintain, through careful planning and technique, vegetation communities in the Bartlett Cove area that are natural and undisturbed to the degree possible.
- To provide the opportunity for park visitors to enjoy and be enriched by the natural surroundings of Bartlett Cove.
- To protect the character of Bartlett Cove.
- To protect wildlife habitat in Bartlett Cove.

- To plan future development and other ground-breaking activities in Bartlett Cove so as to minimize disturbance of natural plant communities, and to properly restore the ground that is disturbed.
- To promote the well-being of employees and their families.
- To accommodate native traditional/cultural uses wherever possible.
- To assure human safety and protection of property.

APPROVED POLICIES AND GUIDELINES

Responsibilities. The necessity for a close partnership between the Resource Management and Maintenance divisions on vegetation issues has become evident as vegetation-related issues have become more complex. In general, the Maintenance division will be responsible for implementing vegetation management projects, while Resource Management will provide consultation and assistance.

The Chief of Maintenance will designate a “vegetation specialist” who will supervise a landscape-oriented work crew. The Chief of Resource Management will also designate a vegetation specialist. The vegetation team or “vegteam”, composed of the two specialists, will confer on vegetation issues, make recommendations, and provide training for the work crew. Close consultation is essential, as this plan cannot anticipate every situation that might arise.

Whenever possible, the Resource Management vegetation specialist should participate on work crews. On-the-ground experience is invaluable for gaining understanding of the problems and solutions involved in vegetation issues. Also, an inter-divisional work crew contributes greatly to the spirit of cooperation and provides the perfect forum for a productive exchange of ideas.

Formal inter-divisional planning meetings including the two division chiefs should take place semi-annually. It is recommended that the Chief of Maintenance prepare a descriptive list of proposed ground-disturbing or vegetation manipulation projects for Resource Management’s consideration. Ideally, the list will be submitted by March 1 for spring/summer projects or September 1 for fall/winter projects. Resource Management will review the list in a timely manner. A meeting to discuss the projects will be held and followed by on-site inspections. Compliance forms, requiring signatures certifying no significant impact to cultural or natural resources, should also require a signature certifying that appropriate vegetation mitigation measures have been incorporated into project plans.

Mitigation/restoration. On a case-by-case basis, Resource Management and Maintenance should work closely together with the Alaska System Support Office when planning new development or other ground-breaking projects. Certain aspects of project mitigation and site restoration may be best handled by contractors. However, this plan recommends that park staff, rather than contractors, accomplish restoration work in most

cases. See Appendix VIII for general guidelines on mitigation and restoration of ground disturbance.

Lodge land assignment area policy. The concessioner will prepare a landscape management plan for their land assignment area, basically following the guidelines set forth in this plan. This is in accordance with NPS *Management Policies* (10:6), which states that landscaping plans for concessioner facilities will be prepared at the expense of the concessioner, and submitted to the superintendent for approval. When complete and approved, the concessioner's plan will be included in this document as appendix III.

General vegetation practices. The general guidelines listed here are common to many of the vegetation management tasks discussed in later sections.

- **Minimum tool policy.** The “minimum tool” practicable to accomplish the task at hand should be employed. This policy must balance efficiency with protection of park resources.
- **Minimum manipulation policy.** Any manipulation of natural vegetation should be the minimum necessary to accomplish the task at hand.
- **Timing.** Vegetation management activities should be timed to have minimal impact on wildlife and park visitors. To protect nesting birds, removal or other manipulation of vegetation should be avoided whenever possible from April 15 to July 1. Occasionally, nesting may occur outside this time period; if an active nest is discovered during the course of work, Resource Management should be consulted.
- **Tree cutting policy.** The cutting of any large (greater than 12" dbh) tree, living or dead, requires the approval of the superintendent. “Topping” of live trees will not be allowed. This practice severely damages the tree and results in an unnatural appearance. Removal of the entire tree is preferable to topping. Topping of alders or other shrubs should also be avoided.
- **“Waste” disposal.** Branches and other vegetative waste resulting from shrub control and other projects can be disposed of in several different ways. Small quantities can be scattered in the nearby forest. Larger quantities should generally be removed and burned, chipped or simply piled near the new or old landfill. Branches and other debris can sometimes be used effectively for restoration of a disturbed area.
- **Downed trees.** Downed trees, green or dead, cut or naturally fallen, will generally be left in place unless they fall on or immediately adjacent to roads, trails, parking lots or other facilities, or are considered a fire hazard. When downed trees must be removed, an effort should be made to utilize them or provide for their utilization (see section on timber/firewood).
- **Culturally modified trees (CMTs).** When CMTs must be cut, cutting them as high as possible above the modification should be seriously considered. When “high-stumping” is not feasible, the guidelines developed by the regional chief of cultural resources in 1985 should be followed. The guidelines state that, before CMTs are removed, they should be a) photographed b) plotted and c) sampled to determine the date of modification. The location of all CMTs in Bartlett Cove should be plotted with a GPS.

Vista clearing. A view of Bartlett Cove and the distant Fairweather Mountains will be maintained from the lodge main building. Clearing vegetation away from cabin units, boardwalks, and overhanging roofs will be permitted but must be addressed in the clearing plan provided by the concessioner in the lodge landscape management plan.

In residential areas, careful “preventative” clearing--cutting trees while they are still small (less than 6” dbh) and their removal has minimal impact on the surrounding area—may be accomplished, as recommended by the “vegteam”. Trimming branches and thinning stands of young spruce are also appropriate in residential areas. Thinning young spruce may be a doubly beneficial vegetation management practice since it may help reduce future hazardous tree problems as well as maintain vistas.

Limited vista clearing in residential/office areas may be allowed using the following guidelines:

- The Vegteam will consider requests for vista or sunlight clearing from residents or staff. A determination will be made as to whether the request is reasonable as well as the minimal amount of manipulation required to accomplish the desired objective, and a recommendation will be made to the superintendent.
- Impacts on privacy, aesthetics, wildlife and opportunities for solitude should be weighed in the decision making process.
- “Topping” of trees will not be allowed. Removal of the entire tree is preferable to topping in all instances.

Shrub control. A categorical exclusion under NEPA, covering the period 1997-2002, has been signed by the superintendent and authorizes “routine brushing . . . along roadsides and near housing units and administrative facilities in the developed Bartlett Cove area. Brushing will be limited to that necessary for the safety of visitors and employees.” This plan adopts the same language, and essentially replaces the categorical exclusion. Generally, shrubs and trees should be pruned to prevent branches from scraping against buildings or boardwalks. To a height of about 7’, shrubs and branches should be pruned so that they do not extend closer than 18” to trail, or parking lot margins. Along the roads or at intersections, shrubs and branches should be trimmed to provide adequate visibility for safety.

Alder control may be accomplished in revegetated areas near residential or public use areas for aesthetic reasons. See Appendix VIII. Permanent Bartlett Cove residents are permitted to trim or remove alders in the immediate vicinity of their residences—see section on residential policies.

Exotic species.

Non-cultivated exotic species (weeds). Dandelions and other exotics should be controlled in Bartlett Cove if feasible. The expenditure of great amounts of time, money, and effort is not warranted, however. Research and consultation with recognized experts both in and outside the NPS may identify effective methods of controlling nuisance exotics. A team may be assembled to make at least an annual concerted effort to curb the invasion of exotics.

The situation should be closely monitored for the establishment of species that might be a more serious management concern. Several aggressive non-native plant species exist in Gustavus but have yet to make their way to the park. Options for obtaining fill in Bartlett Cove should be exhausted before the decision is made to import fill from Gustavus or other sources outside of the park.

Any use of herbicides must conform to the NPS IPM program (see NPS-77 pp 217-266).

Residential and administrative areas policy. Use of herbicides/pesticides can only be authorized within the context of an approved Integrated Pest Management program.

The “vegteam” will assess the residential and admin areas and recommend ways to improve naturalness and screening from public view.

Certain aggressive species, to be determined by a botanist, may be disallowed even in containers.

Residents will be responsible for maintaining any non-native cultivated species, including lawns, outside their residences. Maintenance of native vegetation (shrub control, etc.) will be accomplished by park staff. Residents are not permitted to cut, trim or remove any native species except alders. Residents should direct special requests for vegetation/landscaping work to the Chief of Maintenance or Chief of Resource Management. Residents are encouraged to manually remove any exotic species, cultivated or wild, in the vicinity of their residences.

As staff, funding, and availability of plant material permits, an effort should be made to beautify the park headquarters area through revegetation and landscaping efforts, using only native species from the Bartlett Cove area.

Forest insect and disease management. In accordance with NPS *Management Policies*, outbreaks of disease or insect infestation in the park, including Bartlett Cove, should generally be allowed to run their course without interference. Any exception to this policy requires implementation of an Integrated Pest Management Program. An Integrated Pest Management coordinator for the park should be designated.

Human safety or protection-of-property questions, or potential impacts on neighboring lands outside the park, may require mitigating measures. Educational efforts should be employed to alleviate any controversy stemming from this policy.

Hazardous trees policy. A categorical exclusion under NEPA, covering the period 1997-2002, has been signed by the superintendent and authorizes “removal of hazardous trees and/or hazardous tree limbs along roadsides and near housing units and administrative facilities in the developed Bartlett Cove area. . . . Hazardous tree removal will be limited to that necessary to protect the safety of visitors and employees and to

protect property.” This plan adopts the same language and essentially replaces the categorical exclusion.

The vegteam will receive training in hazardous tree identification. The team will conduct annual hazardous tree inspections and make recommendations on tree removal to the Chief of Maintenance. The team will also consider requests for tree removal from residents or staff.

Considering the danger and liability involved, it will be necessary for park management to err on the side of safety when making hazardous tree determinations. This necessity should be carefully explained to staff, locals and the public.

When a tree must be cut, it is desirable to leave a snag 10 or more feet high, if feasible, for wildlife habitat. Where “high-stumping” is not an option, stumps should be cut as close to the ground as possible for aesthetic reasons. In areas where stumps are visible from roads, trails, residences or public facilities, the stump should be camouflaged by covering it with moss or forest duff; similarly, an attempt should be made to naturalize the downed tree by camouflaging the saw cut.

"Preventative" hazardous tree management--identifying and removing young trees that have the strong potential of becoming hazardous as they mature—should be practiced. The “vegteam” should make recommendations on thinning stands of young spruce, or removing young trees that are unacceptably close to buildings.

Measures to protect certain trees of very high aesthetic, interpretive, or cultural value may be implemented.

The likelihood of creating hazardous tree problems by opening up the forest—which damages the root structure of adjacent trees and exposes them to windthrow--should be a serious consideration in planning new development.

NPS-77 provides invaluable guidance on hazardous tree management and should be the park’s basic reference manual on this topic. Another valuable reference is North Cascades National Park’s excellent Hazardous Tree Management Plan (copies on file at Bartlett Cove with Maintenance and Resource Management). The Forest Service has produced a “Knowledge-Based Decision-Support System for Spruce Beetle Management” (General Technical Report PNW-GTR-345) using Sbexpert computer software, which may prove useful.

Local Forest Service professionals have been very generous with their staff time and expertise--they are an invaluable resource that should be used whenever difficult situations arise.

Timber/firewood policy. This plan allows (contrary to the GMP) the wise utilization of park timber resources. As a general policy, the NPS should make an effort to utilize timber cut during park development projects for park construction needs.

If green spruce is trucked to Gustavus, stipulations to prevent the possible introduction of spruce beetles should be included. The logs should be trucked in the fall, winter or early spring, and should be milled or at least barked before May, when the beetles begin to emerge.

Unintentionally or naturally downed trees, or trees cut because they were hazardous, will generally be left in place. Those that must be moved should be evaluated for their suitability; first for milling and second for firewood. Suitable mill logs should be utilized. Suitable firewood logs should be utilized for firewood at the campground, park residences and the lodge. Wood in excess of these needs should be made available to the local community.

If any green spruce logs are made available for firewood, the NPS should cut these into sections no more than 4' long to lessen the likelihood of introducing spruce beetles to Gustavus.

A simple firewood distribution policy should be implemented. The public should be informed, via public notices at the Post Office, Icy Passages or other forums, that the wood is available for personal use only and any stipulations (date, time, location, method of removal, etc) are clearly described. This policy should be evaluated periodically.

Trails. The Bartlett Cove Trail Management Plan should be updated to include new trails envisioned in the Comprehensive Design Plan.

Planning for underground utilities and trails must be coordinated. Any underground utility corridors requiring periodic access should ideally underlay roads or vehicle-accessible trails to minimize vegetation impacts.

The concessioner will address the problem of unauthorized trails in the landscape management plan for their land assignment area.

Education/outreach. Many of the problems addressed in this plan could be alleviated by simply increasing awareness of the issues. Education of staff, residents, concessioner employees and local residents should thus be a high priority. The park should also draw upon the expertise of Gustavus residents, some of whom are very knowledgeable about landscaping and botany. An exchange of knowledge could be mutually beneficial.

Human consumptive/native traditional uses. Berries and mushrooms may be collected for personal consumption only. The superintendent may prohibit or limit the collection of certain species if management concern arises. Generally, no other collection or consumptive use of park vegetation is allowed, although collection of plants or plant parts may be authorized by the superintendent within areas slated for immediate disturbance. Requests for native traditional uses of park vegetation will be carefully considered by resource management staff in close consultation with the Hoonah Tlingit. Any manipulation of vegetation for cultural purposes requires the approval of the superintendent.

Research. Research is essential to wise management of park resources. Mapping and inventorying vegetation, and monitoring of exotic species, spruce beetles, and other critical elements of Bartlett Cove's vegetation is needed. A qualified botanist/plant ecologist is needed to assess research, inventory and monitoring needs. Assistance in accomplishing this can be obtained from NPS professionals at the regional or national level. Creative ways of doing research should be pursued.

Herbarium. The herbarium, which currently contains 4,116 specimens, is an exceedingly valuable park resource providing critical type specimens to represent park flora. As stated in the Natural History section of the Scope of Collections Statement (which is included as appendix X), "the collection [contains] species that may be indicators for current or anticipated changes in the park environment and voucher specimens for studies conducted in the park. Any exotic species within the park may be represented in the collection to provide baseline data for monitoring".

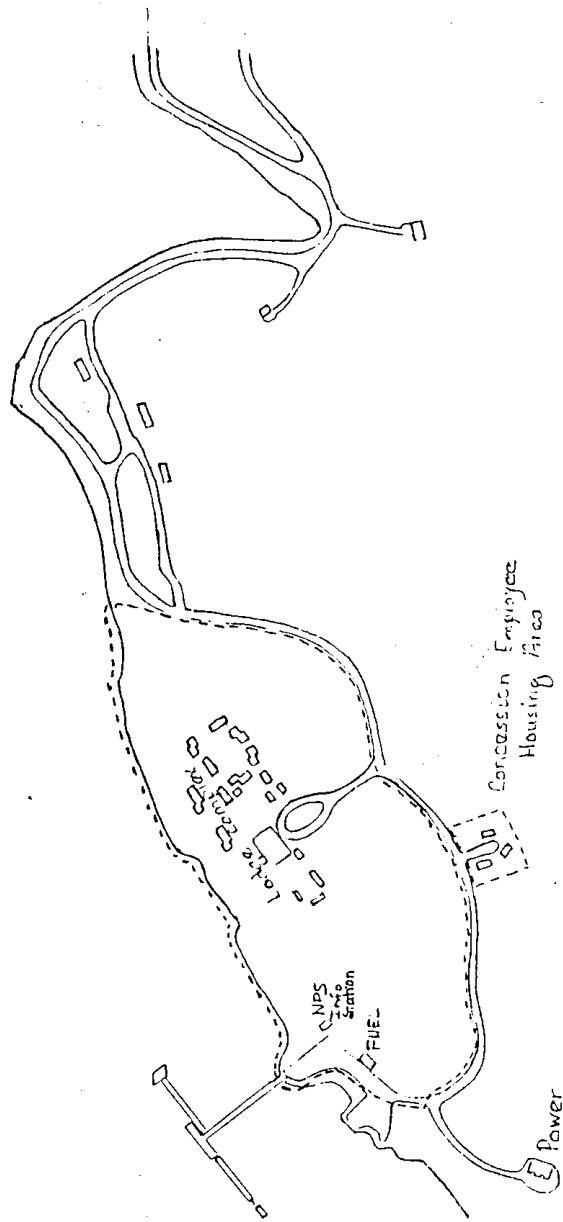
Vegetation management in natural zones (backcountry/wilderness). Vegetation management in Glacier Bay's backcountry is a looming issue that will be addressed in the park's resource management plan.

Appendix I.

**Park Development Zone Boundaries According to ANILCA and 1984
General Management Plan (hatched area)**

Appendix II.

Map of Glacier Bay Lodge Land Assignment Area



Land Assignment ---
Glacier Bay Lodge, Inc.
Barlow Cove
Glacier Bay National Park/Preserve

GIR

Appendix A p. 4

Appendix III.

**Landscape management plan for lodge land assignment area, prepared
by Glacier Bay Lodge**

Appendix IV.

Vegetation Management Section of 1984 General Management Plan

Subsistence collection of plants (stems, roots, leaves, and flowers) for food will be allowed in the preserve. Fruits and berries, as specified by the superintendent, may be picked in the national park and preserve for personal consumption.

Population trends of the spruce beetle will be closely monitored. Approximately 4,000 acres within the lower area of the bay contain significant amounts of dead and defoliated Sitka spruce. Standing diseased or dead trees within the developed area of Bartlett Cove will be closely evaluated and removed if they are considered hazardous to park resources, visitors, employees, or adjacent landowners. The removal of dead trees will substantially reduce the probability of wider infestation by the spruce beetle in the developed area.

In accordance with NPS policy and ANILCA, no timber harvest, commercial or otherwise, will be allowed on park lands. The Park Service will not use park timber for construction materials. Salvage of beach logs will not be allowed within the former Glacier Bay National Monument boundaries. However, if nonpark resources in the future cannot provide sufficient firewood for local use, the National Park Service will consider salvage of beach logs in designated areas.

The Glacier Bay region has no history of significant wildfire. Because of the high precipitation, moist ground conditions, and climate, natural and man-caused fires are infrequent and insignificant. Therefore, no detailed fire management plan is necessary. Fires in developed areas resulting from unusually dry conditions will be suppressed. Naturally caused fires in wilderness areas will not be suppressed unless they threaten adjacent lands and development.

Exotic plants may be eradicated in the Bartlett Cove developed area, although no formal program is necessary. Road rights-of-way in the preserve may be cleared periodically to maintain user safety.

Appendix V.

Exotic Species Management in the Bartlett Cove Developed Zone

By Koren Bosworth

Inventory and Evaluation of Exotic Species

The park developed zone at Bartlett Cove has at least 15 species of exotic plants (this does not include domesticated varieties planted in flower pots at the lodge and in residential gardens). All of these species, with the exception of the dandelion, (*Taraxacum officinale*), are confined to open areas of continued disturbance, such as along roads and trails and around buildings.

Areas that are continually disturbed in the Bartlett Cove area tend to have early successional and disturbance-adapted species. Some of the common native species found in this habitat include beach rye (*Elymus arenarius*), yarrow (*Achillea borealis*), *Hordeum brachyantherum*, strawberry (*Frageria chiloensis* ssp. *Pacifica*), big leafed avens (*Geum macrophyllum*), horsetails (*Equisetum arvense* and *Equisetum variegatum*), willow (mainly *Salix sitchensis*) and Sitka alder (*Alnus crispa*). The exotic species found in Bartlett Cove that are common to dominant in this disturbed habitat are common plantain (*Plantago major*), dandelion (*Taraxacum officinale*), white clover (*Trifolium repens*) and several species of bluegrass (*Poa* sp.). Once the disturbance stops, native species take over and within a few years all exotics but the dandelion are excluded. Once the area becomes shaded by shrubs and trees the dandelion also drops out. There are herbarium records for the above listed exotic species being collected in Bartlett Cove, in the early 1970's.

There are several exotic grass species that are found only along the roadside at Bartlett Cove and, interestingly, in the baggage truck unloading area at the lodge. They include: *Agropyron repens*, *Phalaris arundinacea*, *Phleum pratense*, *Dactylis glomerata*, *Lolium perenne*, and *Poa* sp.. These species are commonly found in animal fodder or hay and the *Phalaris* in seed mixtures for roadside reseeding projects. They have most likely been carried over to Bartlett Cove from Gustavus on truck and car tires.

There is another "animal fodder" species that hasn't been found in Bartlett Cove yet but is spreading in disturbed meadow areas in Gustavus and could easily be carried over. It is a field sow thistle, (*Sonchus arvensis*). It is possible that it could become a problem in the beach meadows of Bartlett Cove, much the same as the dandelion, if not controlled. Composites with many, plumed seeds and deep taproots or long creeping rhizomes such as the dandelion and thistle are disturbance-adapted, but can take advantage of very small disturbances, such as a deep moose print, a bear digging or winter ice scour, to become established and once established are much more tenacious than many of our other exotic species.

Some of the other exotic species found at Bartlett Cove are normally found in association with gardens or are thought of as garden plants. Chickweed (*Stellaria media*) and mouse eared chickweed (*Cerastium fontanum ssp. Triviale*) are common garden weeds but tend to do well only in freshly disturbed ground. They were found in the managed native gardens in the drive area of the lodge and were common for the first year only in some of the revegetated areas around the new seasonal housing. Marsh forget-me-nots (*Myosotis palustris*), are common in the ditches of Gustavus. It would be good to make sure that none of the forget-me-not is transplanted into any of the ponds or streams of the area, as it might be invasive in aquatic situations. One small patch of the daisy, (*Chrysanthemum leucanthemum*) was found near a trailer (Fairbanks trailer) at park service headquarters. In other meadow habitats the daisy is fairly persistent after disturbance has stopped but does not seem to be invasive. Butter and eggs (*Linaria vulgaris*) is another common garden plant or weed that might be slightly invasive in meadow habitats if it escaped in Bartlett Cove. Creeping buttercup (*Ranunculus repens*) was found in a residents lawn. Like its common name says, it spreads by stolens and can be very invasive in disturbed areas and possibly in undisturbed meadow habitats. Pineapple weed (*Matricaria matricarioides*) is found in several disturbed and heavily compacted areas in Bartlett Cove.

There are several other exotic species that are found in Gustavus and Juneau that might be seriously invasive in some of the habitats found in Bartlett Cove and Glacier Bay. The pink lupine (*Lupinus* sp.) is very invasive in the places it has been introduced to in Gustavus. It has spread quickly in unshaded areas, excluding native species. Japanese knotweed (*Polygonum cuspidatum*) is not known from Gustavus but is common and invasive in the Juneau area, especially on rocky slopes.

Guidelines for exotic species management recommend categorizing species into a minimum of 2 categories – innocuous species and disruptive species.

Innocuous species do not significantly harm park resources and do not require management. They do not invade native ecosystems without human-caused disturbance or may invade native ecosystems, but generally do not displace native species to a significant extent.

Disruptive species have species, community-level, or ecosystem-level effects, significantly altering natural processes such as nutrient cycling or successional patterns; or altering species composition and reducing populations of native species; or through hybridization with native species.

All of the established exotic species in Bartlett Cove should be classified as innocuous species. Even the dandelion, which is found persisting in open habitats undisturbed by humans, does not disturb native species to a significant extent.

Prevention and Monitoring of Exotic Plant Species Introductions

There is no way that Bartlett Cove can be completely quarantined from all exotic species introductions but there are some measures that will help prevent or mitigate accidental introductions:

1. Fill used in construction and other projects should be as free as possible of exotic plant propagules. In-park sources should be used whenever possible and select carefully any outside sources.
2. Plants that are used for residential and lodge plantings should be checked and approved beforehand by a botanist or knowledgeable person.
3. Control or at least monitoring of potentially invasive exotic species in the Gustavus area so they are less likely to be spread to Bartlett Cove.

The next step is monitoring. The Bartlett Cove area should be checked regularly for new exotic species and for changes in the status of established exotic species (e.g., spreading of creeping buttercup from the lawn to undisturbed habitats). With regular monitoring, eradication of a new exotic species can begin right away and be much easier than once it becomes established.

Thought should also be given to the effects of the presence of exotic plant species at Bartlett Cove on plant communities further up Glacier Bay. With so many people and so many boats and planes going up the bay from Bartlett Cove there is a good chance that many exotics are being carried up too. Exotics that might be innocuous in the relatively mature habitats at Bartlett Cove might be invasive in the young and recently disturbed habitats in the upper bay. Regular monitoring of upper bay drop-off sites and widely used camping areas for exotic plant species should be done.

Exotic Plant Species at Bartlett Cove

Taraxacum officinale Weber

Plantago major L. Var. Major

Trifolium repens L.

Poa sp.

Poa sp.

Ranunculus repens L.

Cerastium fontanum Baumg. Subsp. *Triviale* (Link) Jalals

Stellaria media (L.) Vill..

Agropyron repens (L.) Beauv.

Phalaris arundinacea L.

Phleum pratense L.

Dactylis glomerata L.

Lolium perenne L.

Matricaria matricarioides (Less.) Porter

Chrysanthemum leucanthemum L.

Additional Exotic Plant Species in Gustavus

Linaria vulgaris Mill.

Sonchus arvensis L.

*Polygonum cuspidatum**

Lupinus sp. (pink Russell hybrid type)

Myosotis palustris L.

Rumex acetocella L.

*found in Juneau

Appendix VI.

Species of Concern (from Biological Inventory of Selected Portions of the Bartlett Cove, Gustavus and Indian Point Areas, SE Alaska, 1995, by Streveler, Paige and Bosworth)

Species treated here are ones formally identified on an agency list, plus additional taxa we judge to be of note in our study areas. Ranges are judged from Hulten (1968), Welsh (1974), Muller-Stensvold (1991), specimens in the Glacier Bay NP&P herbarium, and our personal experience.

SPECIES FORMALLY IDENTIFIED FOR SE ALASKA

No species of Bartlett Cove plant is listed as Threatened or Endangered by the US Fish & Wildlife Service. Of eight category “C2” species (e.g. candidates for Threatened & Endangered status pending further information by the FWS), we judge the possibility of occurrence of one species in the Study Areas to be appreciable:

Thickglume Reedgrass (*Calamagrostis crassiglumis*). Disjunct populations of this species have been found along the Pacific coast from Kodiak Island south to northern California. It is found in marshy areas, lakeshore muds, beach meadows, sandy or rocky soil. This species superficially resembles several common members of the genus and so has likely been much overlooked within its range. There are no records of this species in the Study Areas but since there is habitat within the Bartlett Cove-Gustavus area that might harbor this species, it should be included as a species of concern.

A second species probably to be placed in C2 status soon could also occur in the Study Areas.

Upswept Moonwort (*Botrychium ascendens*) is known from few specimens in widely scattered localities in northern North America, including near Yakutat in a sandy shore habitat not unlike community type III.8.a. of the Bartlett Cove and Gustavus study area.

Fifteen additional species considered “rare” by the Alaska Natural Heritage Program also may be of concern for the Study Areas. These species either occur in or near the Study Areas, or if not known there, are easily overlooked and found in similar habitats elsewhere. The species are ranked according to the classification given in Figure 5. Names preceded by an asterisk (*) are also proposed as “sensitive vascular plants” for the Alaska Region of the U.S. Forest Service.

Alaska Bog-Orchid (*Platanthera unalaschensis*) – G5 S2 – Disjunct populations of this species have been found in the Aleutian Islands, Prince William Sound, Lynn Canal and Baranof Island. The range extends south to California and east to Quebec. Its habitat is open forests and meadows. Its similarity to other bog-orchids makes it very easy to overlook; it could well occur in the Gustavus and Bartlett Cove Study Areas.

Bebb Sedge (*Carex bebbii*) - G5 S1 – This species is common across Canada and though there are only a few records in Alaska, more are to be expected in fens and along streambanks. We have no records from the Study Areas.

Cottongrass (*Eriophorum viride-carinatum*) – G5 S2 – is found rarely in scattered locations in south-central and SE Alaska and disjunctly eastward to the Atlantic. Its habitat is bogs, fens and marshes. This species is common in a number of rich fen localities scattered through the periphery of the Gustavus Study Area, and in the easternmost margin of the Bartlett Cove Study Area. These habitats quickly succeed to parklands or shrublands when drainage is improved by ditching.

Geocaulon (*Geocaulon lividum*) – G4 S5 – barely makes it southward into the Glacier Bay area. One locality has been found for this species in the luxuriant forest of the Cooper’s Notch area, just south of the Bartlett Cove Study Area.

Kamchatka Spikerush (*Eleocharis kamtschatica*) – G4 S2 – This inconspicuous and easily overlooked plant is scattered widely but thinly over south-central, west-central and Southeast Alaska, British Columbia and disjunctly eastward to Labrador. Its habitat is tidal flats and saline meadows. We have no records of this species in or near the Study Areas, but one specimen is known from Glacier Bay.

Figure 5

ALASKA NATURAL HERITAGE PROGRAM RARE SPECIES RANKING

Global Rankings

- G1 – critically imperiled globally
- G2 – imperiled globally
- G3 – either very rare and local throughout its range or found locally in a restricted range
- G4 – apparently secure globally
- G5 – demonstrably secure globally
- T# - rank of a described variety or subspecies

State Rankings

- S1 – critically imperiled in the state because of extreme rarity or some factor making it especially vulnerable to extirpation from the state
 - S2 – imperiled in the state because of extreme rarity or some factor making it especially vulnerable to extirpation from the state
 - S3 – rare or uncommon in the state
 - Q – taxonomically questionable
-

Lady's-slippers (*Cypripedium montanum*) – G4G5 S1 and (*C. calceolus* ssp. *Parviflorum*) – G5T5S2 – are widely but patchily distributed in western North America; both have records from nearby (Lynn Canal and Glacier Bay). Their habitat is moist to open woods. These showy species are harder to overlook than many of the obscure ones elsewhere on this list, and have been found in at least one location in the Study Areas.

Loose-flower Bluegrass (*Poa laxiflora*) – G3 S2 – Distribution is spotty from Oregon and Washington to Southeast Alaska. The five records for Southeast Alaska (one from Hoonah) are all from beach meadows and associated forest fringe. This difficult group has never been adequately studied in the Study Areas' vicinities.

Pipsisewa (*Chimaphila umbellata* ssp. *Umbellata*) – G5T5 S3 – This species occurs in coastal woodlands along the Pacific Coast and in Eurasia; in Alaska it is known only from the uppermost portions of Southeast Alaska. One non-fruiting individual was collected from just south of the Bartlett Cove Study Area, in a luxuriant forest (1.2.a.1.), and could certainly be in the Study Areas' forests elsewhere.

* Pretty Shooting Star (*Dodecatheon pulchellum* ssp. *Alaskanum*) - G5T2Q S2 – ranges from southcentral to Southeast Alaska, with a disjunct population in Northwest Territory, Canada. There are collections from Juneau and Glacier Bay. Its habitat is moist meadows. Because of the abundance of the very similar *D. p.* ssp. *superbum* in Gustavus meadows, it is possible that the rare subspecies has been overlooked in the Study Area.

Rattlesnake fern (*Botrychium virginianum* ssp. *Europaeum*) – G5T5 S1S2 – is distributed circumboreally. In Alaska, it is found on the Aleutian Islands, Alaska Peninsula, the shores of Cook Inlet and northern Southeast Alaska, in upper beach meadows and herbaceous meadows. In the Gustavus Study Area, we

found this species in several localities in both dry and wet por parklands (communities I.1.a.2. and I.3.a.2.) and moderately rich forest (I.2.b). It is probably jnot at risk at the present time.

Rush (*Juncus articulatus*) – G5 S2 - is found in fens, and pond & lake margins. Disjunct populations of this inconspicuous species occur in the northwest part of Southeast Alaska, and could well be found in the Gustavus and Bartlett Cove Study Areas as well.

* Straight-beak buttercup (*Ranunculus orthorhynchus* ssp. *Alaschensis*) – G5T2Q S2 – This species' range includes Southeast Alaska and British Columbia, Oregon and the Washington Coast. Its habitat is moist meadows, stream banks and shores. There are no collections from the Study Areas' vicinities, but given its habitat, its occurrence is certainly possible.

* Truncate Quillwort (*Isoetes truncata*) - G1Q S1 – There have been three collections of this inconspicuous species in and near Southeast Alaska, one of them on Baranof Island. Its habitat is lake edges, shallow ponds or ditches. It has not been found in the Study Areas, but is certainly a possibility there.

* Wright Filmy Fern (*Hymenophyllum wrightii*) – G3G4 S1 – is distributed from northern Japan to Korea, the Russian far east and disjunct to Southeast Alaska and coastal British Columbia. There are three records from Southeast Alaska: Biorka Island and two near Petersburg. All were collected at the bases of trees by investigators looking for mosses. This inconspicuous species is much overlooked and could well occur in Study Area forests.

ADDITIONAL SPECIES OF PARTICULAR CONCERN IN THE STUDY AREAS

We present here an additional annotated list of thirteen Study Area species that we judge to be of particular note. These species meet one or more of the following criteria:

- * More or less restricted to communities at risk in the Study Areas
- * Scarce in the Study Areas, especially if also scarce in Southeast Alaska

Most of these species are essentially plants of the continental interior that barely spill over into Southeast Alaska. Many of these are at risk due to natural successional tendencies, and/or human activities.

Of the three Study Areas, Gustavus contains by far the most species at risk. We know of none from Indian Point.

Aster (*Aster modestus*) – is known from scattered localities in Southeast Alaska and the southern parts of Glacier Bay National Park. We found this species in one Study Area locality, in a riparian forest along the upper Salmon River, where it will soon be shaded out by canopy closure.

Bladderwort (*Utricularia minor*) – is known in the Study Areas only from the drainage ditch near the Park boundary sign, but because of its obscurity may be much overlooked.

Fleabane daisy (*Erigeron acris*) – barely extends southward into the Glacier Bay area. It occurs in northern Gustavus very sparingly in recently disturbed, sandy, dry habitats (mostly I.3.a.2 and VI.14). Because of its weedy propensities, it may not be at risk.

Ground cedar (*Lycopodium complanatum*) barely extends southward to Gustavus, where it occurs very uncommonly in rich, pine-dominated parklands in the west-central portion of the Study Area.

Long-leaf Sundew (*Drosera anglica*) – is widespread in the north temperate and subarctic. However, it is very uncommon in the Study Areas, being found only in Gustavus poor fens, which are at-risk habitats.

Mountain avens (*Dryas* sp.) This white-flowered dryad has not been pinned down taxonomically; it may be *integrifolia*, *octopetala*, or a hybrid of the two. This taxon barely makes it southward into the Glacier Bay area, where it is common only on limestone substrates. In the Study Areas, it has been found only in poor

fens north and south of the main park road, where it is very uncommon. It is thus highly at risk in the Study Areas.

Net-veined Willow (*Salix reticulata*) makes it into northern Southeast Alaska, mostly in periglacial or alpine habitats. It occurs sparingly in poor fens of Gustavus and the easternmost part of the Bartlett Cove Study Area; like these habitats themselves, this species is at risk.

Northern lady's-slipper (*Cypripedium passerinum*) – barely reaches southward into the northern end of Southeast Alaska. Within the Gustavus Study Area, it occurs commonly in poor parklands in a restricted area north and east of the park boundary sign, and uncommonly in rich parklands and non-grassy meadows throughout Gustavus. This beautiful species is only found in open, middle-aged habitats; as older forests and grasslands overtake these habitats, *Cypripedium* is at risk. It is also notoriously susceptible to extirpation by collectors.

Pretty Pussytoes (*Antennaria pulcherrima*) is apparently unknown from Southeast Alaska outside of Gustavus, where it is quite common in certain poor Gustavus fens, and occurs occasionally in disturbed sandy areas there. This species stands to be greatly reduced as its poor fen habitat decreases, both naturally and via human drainage.

Senecio (*Senecio pauciflorus*) is known from Southeast Alaska only in the Skagway and Gustavus areas. At Gustavus, it is common in many poor fen localities, less so in the parklands and shrublands that fens succeed to, are rarely in waste areas. Thus it is somewhat at risk.

Spikemoss (*Selaginella selaginoides*) is widespread in Alaska, but has been found in the Study Areas only in poor fens of Gustavus, and so is at risk there.

Willow (*Salix lasiandra*) appears to extend into Southeast Alaska only in the vicinity of major passes into the interior. It is found as scattered individuals in rich shrublands and parklands throughout the eastern half of the Gustavus Study Area. Most individuals are old. Conditions necessary for its establishment are unknown, and thus it may be at risk.

Wintergreen (*Pyrola chlorantha*) barely extends southward into the northern part of Southeast Alaska. It occurs in scattered localities in margins of luxuriant forests in the Bartlett Cove and Gustavus areas. It is probably not at risk at the present time.

Appendix VII.

Position of ad hoc group of Bartlett Cove residents on vegetation management in residential areas (by Bobbi Foster)

August 21, 1997

On August 12th I got together with Fawn Bauer, Sally King, Gwen Brady and Rene Westbrook to discuss our thoughts and feelings regarding vegetation management as it applies to the permanent residents at Bartlett Cove. Three of those present are required occupants interested in having flowers or vegetables gardens, one person is a required occupant and has no interest in having a garden, and the fifth person is not a required occupant and will not be permanently living in Bartlett Cove. We all have some pretty strong feelings about this issue and for the most part were in consensus.

Bartlett Cove is not wilderness and it is NOT a completely natural area anymore. It is a developed area and will continue to be maintained as a developed area. There are shops, offices, utility systems, residences, a lodge and cabins, docks, storage containers, trailers and the list goes on. All of these things serve a purpose of one kind or another. Our concern is with the residences which are here to house permanent employees.

All but one of the permanent residents now living in housing at Bartlett Cove are **required occupants**. That means we **have no choice** but to live in Bartlett Cove. We want to feel that we are not just living in a house; we want to make the house our home. We want to take pride in making our homes and yards look nice and we all actively participate in the maintenance of our homes and yards.

Lawns at new permanent residences

All of us being mothers, we felt very strongly that a lawn should be put in place at new permanent residences. The ground is going to be disturbed during the construction in the first place. The two best options are to either put in a lawn or revegetate with native plants. When the first family with children moves in they will either have a lawn on which to play or the park will have a residence with a space immediately surrounding the house that has trampled native plants which may quickly become a mud bog. Families need a private space to be able to enjoy themselves outside but close to their residence. Kids need to have a yard to play in where parents can easily keep an eye on them. People should have the opportunity to sit outside their house in a lawn chair on a nice evening and enjoy whatever!

We all agreed that residents should be responsible for the regular maintenance of lawns/yards around their home. However, one comment/complaint was that whenever the Maintenance Division or contractors digs up a lawn to get to a water line, for example, they fill in the hole and that is it. They make little or no effort to repair the damage. The resident then must expend his/her own time, effort and money to transform the area back into lawn again. With regard to yards with natural vegetation that has been dug up by the Maintenance Division, it would be appropriate for them to make some

effort to revegetate with native plants or at least inform the resident where he/she can go to obtain the plants and do the work themselves.

Vegetable/flower gardens

In the seven years that I have been here at Bartlett Cove there have been a number of small vegetable gardens planted both by seasonals living in the trailers and by the permanent residents, myself included. These have always been in close or direct proximity to the living quarters and have usually consisted of things like lettuce, radishes, carrots and chives.

We do not feel that the whole yard should be dug up and put into a vegetable garden. But we do strongly feel that permanent residents should be able to have a small space very close or adjacent to the house where a few vegetables can be grown; maybe right along the side of the house or under the eaves. Basically we want to be able to walk right out the door and just a few steps to pick some lettuce for a dinner salad. Most of us work and/or have families and don't have the time to drive into Gustavus to tend a huge garden. And let's face it, the weather and lack of a lot of direct sunlight because of trees or the moraine in back of the permanent housing area really limits what can be grown successfully here.

We believe that any person who moved into a permanent residence here in Bartlett Cove would be and should be responsible for making sure that all vegetables were picked before they bolted or went to seed. This could be a policy statement.

With regard to flower gardens, four out of the five of those present strongly believed that certain types of non-native flowers should be allowed, again in the same small space right next to the house that we are talking about for vegetables. The fifth person had some reservations about planting non-native species, even in the developed area.

Having fresh flowers to brighten and enrich my home is important to me. Since we cannot pick the native flowers in the park I want to be able to grow flowers that I can pick and set in water inside the house.

To the argument that non-native plants are a concern to the natural resources, there are many kinds of annuals and bulbs that are non-invasive and should not be a problem, just as there are many kinds of flowers that should not be planted in the park. We would request that the Resources Management Division give the permanent residents a list of flowers that SHOULD NOT be planted. We agreed that non-native plants should be removed by the resident when they moved.

We hope this helps in writing the vegetation management policy. We also hope our input is seriously considered when the policy is written. We would request an opportunity to review the policy before it goes to the superintendent for signature.

Thank you for this opportunity to express our concerns.

Appendix VIII.

General Guidelines for Mitigation of Ground Disturbance in Bartlett Cove

See the report “Restoration of Disturbed Ground on the Terminal Moraine, Bartlett Cove” by Elder, Morrow and Sharman, in the park library, for more information.

PRE-CONSTRUCTION

Planning

Restoration of disturbed ground is difficult, and the result is never as satisfactory as if the area had been left untouched. When two-century-old forest is disturbed, follow-up vegetation management may be necessary for many years to nurture desirable species and control undesirable ones in an effort to recreate the undisturbed scene. Exotic species and early successional species such as grasses and alders will almost inevitably invade and may persist for decades. Careful project planning will help minimize the amount of ground disturbed. Utilizing the present developed area footprint (although avoiding the near-shore areas) for new development wherever possible will help reduce disturbance to mature vegetation communities.

Indirect impacts on neighboring vegetation should be considered. Temporary placement of excavated material can often result in much more damage to vegetation than was intended. If excavated material must be placed on undisturbed ground, prior salvage of vegetation from this area for later replanting should be considered.

Hazardous tree problems should be anticipated. Clearing for development damages the root structure of adjacent trees and exposes them to windthrow.

Project planning should take a broad and long-range view of vegetation management. The overall design concept for the project, including access to the area by car, foot and bicycle, should take vegetation concerns into consideration. Channeling foot traffic must be carefully planned. The use of boardwalks is highly recommended as being a practical, effective and attractive means of providing access to an area while causing minimal impact on the biota. Underground utility corridors that require periodic access should ideally be located under a road or vehicle-accessible trail.

The need for revegetation following development should be considered an integral part of the planning process from the beginning and an adequate budget should be assured before construction begins.

Resource Management and Maintenance staff should work closely with the contractor in developing specifications on mitigation/restoration of construction sites.

Salvage

Small trees, shrubs, and vegetation “mats” (sections of sod 2”- 4” thick containing moss and forbs) should be salvaged from the project area and stored for later replanting at the

same site, or used immediately in other project areas. In some cases, use of heavy equipment to scoop up large clumps of vegetation can be very practical. Otherwise, vegetation should be carefully dug up with a shovel, then stored (if necessary) in a shady location in a pile of damp sawdust at least 8" deep. Transplanting will be most successful if plants are dug while dormant (spring or fall), carefully handled and stored, watered faithfully during dry periods and transplanted to their final location as soon as possible. Ideally, plants should be held for no more than a few weeks. If the plants must be stored for a long period of time, an especially large root wad should be obtained with the plant, and extra care taken in the handling and storage phases. Even if the "target" plant dies, there will still be moss, probably some forbs, organic matter and seeds which will all make a contribution to the revegetation process.

After collecting plants from the project area, an effort should be made to collect and stockpile topsoil and other surface organic material (down to a depth of about 6"). This organic material can simply be placed in a pile and allowed to compost until project completion, after which it can be spread over the disturbed area to accept transplants. The soil will add nutrients and native seeds that will sprout, greatly facilitating the restoration process. Employing heavy equipment in the collection and spreading phases can make this a very efficient operation.

POST-CONSTRUCTION

The general goal of the revegetation effort should be to restore the area to a natural condition that blends harmoniously with the undisturbed surroundings. The successional stage of the area is an important consideration. Late-successional species such as hemlock and blueberry should be planted in mature forest areas, not in the near-shore early-successional environment. Not surprisingly, early-successional environments can be expected to recover to their pre-disturbance condition much more rapidly than late-successional areas. Seeding with locally collected seeds is a recommended technique in these young areas. See the discussion on natural seeding in the "Restoration of Disturbed Ground" report in the park library. A short list of recommended native seeds is sweet cicely, yellow avens, buttercup, columbine, Sitka burnet and yellow rattle.

Numerous other questions need to be considered. Which areas are most highly visible and therefore warrant the most attention in the revegetation effort? What areas are prone to erosion, and how will this be controlled? How will the need for winter snow removal affect the area? Thinking through these and other questions from the beginning will contribute immeasurably to a successful revegetation effort.

Once the overall plan has been established, the revegetation effort can begin. Heavy equipment can be very usefully employed in the early phases. The area should be graded with an eye toward restoring natural-appearing contours. Large boulders and moss-covered logs can be strategically placed, contributing greatly to the re-creation of the natural scene. Salvaged topsoil can then be spread over the area, and transplanting of salvaged vegetation accomplished. The need for thorough watering of transplants cannot be overemphasized.

Placement of vegetation mats to completely cover an area can be very useful for erosion control or in highly visible “showcase” areas. Their use can speed up the revegetation process and greatly retard the establishment of exotics and alders. However, a barren area of non-compacted soil, protected from traffic and other disturbance, can be expected to develop a cloaking of moss and small forbs (including weeds!) within 2-3 years; within 4-5 years, alder establishment may be a problem.

Revegetated areas should be cordoned off or otherwise delineated to prevent foot traffic from impacting the area while it recovers.

Fertilizer may be used to give transplants a “boost” but should not be broadcast on the site, as it may encourage the growth of exotics. Native plants are well adapted to low nitrogen conditions.

Sources of Vegetation

The availability of vegetation for transplanting may be the limiting factor in revegetation efforts. The ideal source of vegetation is the project area itself, but this source may not provide sufficient plant material to accomplish the desired revegetation goal. Areas slated for disturbance within five years are the next best choice—plans for future Bartlett Cove development should be reviewed with the possibility in mind of salvaging plants for replanting in the current project area. If these sources cannot supply sufficient vegetation, collecting of vegetation from carefully selected “borrow” areas in the near vicinity of Bartlett Cove may be approved by the superintendent.

To maintain genetic integrity, plants and topsoil should come only from the Bartlett Cove vicinity. Plants should not be imported from Gustavus. If seed is used, it should be collected from native Bartlett Cove plants (the only exception to this is the possible use of sterile rye, which is discussed in the section on erosion control below).

Erosion Control

Several methods of erosion control are available. The most desirable method is strategic placement of vegetation mats. On very steep slopes, vegetation mats should ideally be closely spaced. If sufficient vegetation is not available for this purpose, erosion-control matting may need to be installed. We recommend this only as a last resort. Solar-degradable matting is very resistant to degrading in our climate and should be manually removed after 2 or 3 years lest it actually impede natural revegetation. Alternatives may be available. Installing and removing matting are both very time- and labor-intensive, so if lesser means of erosion control will do the job, they should by all means be used.

Sterile ryegrass can be quite effective at controlling erosion. We do not recommend its use EXCEPT for controlling erosion on steep slopes. The rye will grow 3-4' tall, but will disappear within 2-3 years. This should be long enough for natural revegetation to take over the erosion control job effectively.

Where erosion due to roof run-off is a problem, the strategic placement of “splash rocks” and vegetation mats should be effective.

Which method of erosion control is needed in a particular situation should be decided by agreement of Resource Management and Maintenance staff. Because it is difficult to anticipate exactly which method will be needed in advance of construction, it is recommended that erosion control be accomplished by park staff rather than the contractor.

Follow-up

Follow-up is a crucial part of the revegetation process. For the first year and preferably into the second, watering during dry periods is essential. However, that is just the beginning. In many cases, tinkering with the disturbed area will be necessary for many years, perhaps almost indefinitely, in order to (ironically) create/maintain a sense of naturalness. When disturbance takes place in the mature spruce forest, which has developed over two centuries, the succession process essentially starts over from the beginning. Despite revegetation efforts, alder may invade, choking out the laboriously placed transplants. Without intervention, a thicket may develop and persist for decades until finally shaded out by spruce. Meanwhile, the alder thicket will appear highly unnatural in the midst of mature forest, signaling ground disturbance. It may also be a maintenance and aesthetic concern near buildings, trails or boardwalks.

Our recommendation, therefore, is that alder be controlled indefinitely in certain public or residential revegetation areas. In less highly visible areas it may be preferable to allow natural succession to proceed without intervention. Note that this is an aesthetic rather than a biological concern. Alder is easily pulled up when it is less than about three feet high; after that, clipping will be necessary. If the task is performed faithfully on an annual basis, the alder should eventually give up. However, controlling alder does not guarantee that “desirable” species (mosses, ferns, blueberries, currants, etc.) will prevail. Grass and/or exotics may invade and pose an even more difficult management problem than alders.

The general goal of the revegetation effort should be to restore the area to a natural condition that blends harmoniously with the undisturbed surroundings. “Artificially maintained naturalness” may seem an oxymoron, but is a legitimate vegetation management goal in the park development zone. Nurturing desirable species and controlling undesirable ones—essentially the fine art of gardening-- will be necessary to achieve this goal. Nature will prove to be very determined to follow its preferred successional stages. To circumvent this process will require great determination on our part: may the best force win!

In the near-shore early-successional environment, alders and other early-successional species will blend into the surrounding area more naturally and may not require control.

Ground-disturbing activities exacerbate exotic species problems and therefore entail a special responsibility to eradicate them whenever they appear in the project area.

APPENDIX IX.

Natural History Collection section of Scope of Collections Statement

The natural history collection may serve as a collection for scientific study and a baseline inventory for natural resource management. **It will include voucher specimens from studies conducted within the Park and Preserve and all specimens retained for university or institutional collections, specimens preserved for future analysis, or specimens saved to document research results.** Specimens that have already been collected but not properly documented should be located and accounted for retroactively. Data derived from consumed specimens must be made available to the public. Reports and publications resulting from a research specimen collection permit will be filed with the superintendent. Refer to 36 CFR 2.5g.

The natural history collection includes specimens in the following categories: biology, paleontology, and geology.

Materials for the collection should be selectively chosen so that only appropriate objects are retained and nothing is collected unnecessarily. As space permits, the development of the collection should proceed in close coordination with park and Alaska field area Resource Management, science and curatorial personnel. Collecting will complement the Resource Management Plan. Guidance will be sought from subject matter experts in selecting the appropriate type and number of indicator species to be entered into the collection.

Biology

Plants, Lichens, and Fungi

The park contains three major terrestrial vegetation communities *per* **The Alaska Vegetation Classification**, Viereck *et al*: dry forb herbaceous (alpine tundra), closed needle leaf conifer forest (coastal western hemlock/Sitka spruce forest) and a multitude of successional seres, from *Dryas* dwarf scrub to closed tall scrub. There are large areas of very early successional vegetation, mostly bare. Three marine ecosystems also exist in and around the Park and Preserve: continental shelf, wave-beaten coasts, and fjord estuaries.

A synoptic herbarium (a collection of one specimen of every species) is not a continuing focus of the park. No more than one of any species should be collected – however, additional specimens illustrating the regional differences within the park may be collected.

The collection will emphasize series representations of species that may be indicators for current or anticipated changes in the park environment and voucher specimens for studies conducted in the park. Any exotic species within the park may be represented in the collection to provide baseline data for monitoring.

Endangered species may not be actively collected.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

GLACIER BAY LODGE, INC.
GLACIER BAY NATIONAL PARK AND PRESERVE

CONTRACT NO. 9100-06-0001

COVERING THE PERIOD

EXECUTED August 27, 1986

January 1, 1986 THROUGH December 31, 2001

Notes
1. The concession contract was transferred to Glacier Bay Park Concessions, Inc. on April 30, 1996.
2. This concession contract is also identified as concession identification number CC-GLBA001-86.
3. Contract Amendment 1 authorized an extension for part of the building improvement program
4. Contract Amendment 2 authorized another building improvement program extension and revised insurance requirements
5. Contract Amendment 3 set up a capital account (revising the franchise fee).
6. Contract Amendment 4 extended the contract two years, revised the franchise fee and purchased possessory interest.
7. Contract Amendment 5 provided for the NPS purchase of concessioner employee dormitories.

CONCESSION CONTRACT

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EXHIBITS

1. Exhibit "A": Land And Government-Owned Structures Assigned
2. Exhibit "B": Nondiscrimination Language
3. Exhibit "C": Preferential Right to Additional Services
4. Exhibit "D": Possessory Interest Assets
5. Exhibit "E": Building Replacement Cost for Insurance Purposes
6. Exhibit "F": Operations and Maintenance Agreement between
Glacier Bay Lodge, Inc. and Glacier Bay National Park
and Preserve

Contract
No. 9100-06-0001

CORPORATION

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary," and Glacier Bay Lodge, Inc., a corporation organized and existing under the laws of the State of Alaska , hereinafter referred to as the "Concessioner".

W I T N E S S E T H:

THAT WHEREAS, Glacier Bay National Park & Preserve (hereinafter referred to as the "Area") is administered by the Secretary to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the accomplishment of these purposes requires that facilities and services be provided for the public visiting the area and that all private interest shall be excluded except so far as may be necessary for the accomplishment of said purposes, including accommodation of the public; and

WHEREAS, the United States has not itself provided such necessary services and desires the Concessioner to establish and operate the same at reasonable rates under the supervision and regulation of the Secretary: and

WHEREAS, the establishment and maintenance of such facilities and services involves a substantial investment of capital and the assumption of the risk of operating loss, it is therefore proper, in consideration of the obligations assumed hereunder and as an inducement to capital, that the Concessioner be given assurance of security of such investment and of a reasonable opportunity to make a profit; and

WHEREAS, pursuant to law the Secretary is required to exercise his authority hereunder in a manner consistent with a reasonable opportunity by the Concessioner to realize a profit on the operations conducted hereunder as a whole commensurate with the capital invested and the obligations assumed:

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (39 Stat. 535; 16 U.S.C. 1, 2-4), and October 9, 1965 (79 Stat. 969; 16 U.S.C. 20), and other laws supplemental thereto and amendatory thereof, the said parties agree as follows:

SEC. 1. TERM OF CONTRACT

(a) This contract shall be for the term of sixteen (16) years from January 1, 1986.

(b) Concessioner shall undertake and complete an improvement and building program costing not less than \$300,000 for the improvements listed in 1(b)(1) plus \$420,000 for the improvements listed in 1(b)(2) as adjusted per project to reflect par value in the year of actual construction in accordance with the appropriate indexes of the Department of Commerce's "Construction Review". It is agreed that such investment is consistent with Section 3(a) hereof. Such improvement and building program shall include:

1(b)(1) Required improvements to government improvements:

- a. Replace roofs to 55 cabins, utilities 1,2,3, and the service building (GBL - 17) located adjacent to the lodge. Completion for "old" cabins and utilities (GBL - 1-8, 22-27, 51-56; GBL - U1,3) by 5/1/91. Completion of "new" cabins, utilities and service building (GBL - 9-21, 28-50; GBL - U2; GBL - 17) by 5/1/93.
- b. Replace boardwalks and railings connecting cabins with the main lodge building, completion by 5/1/90.
- c. Upgrade cabin wiring to code, completion by 5/1/92.
- d. Grounds landscaping within the concessioner's land assignment, completion by 5/1/88.

1(b)(2) Other building and improvement requirements:

- a. Construct concession employee dining, recreation, and laundry facility, completion by 5/1/89.
- b. Construct concession maintenance shop, completion by 5/1/91.
- c. Refurbish cabin interiors, completion by 5/1/87.
- d. Convert service building (GBL - 17) to concession offices, or other uses at the discretion of the Secretary, completion by 5/1/90.

1(c) The Concessioner shall start the improvement and building program on or before October 1, 1986 in such a manner as to demonstrate to the satisfaction of the Secretary that it is in good faith carrying said program forward reasonably under the circumstances. The undertaking of such improvements shall be subject to the prior written approval of the Secretary. After approval of plans and specifications, the Concessioner shall provide the Secretary with such evidence or documentation, as may be satisfactory to the Secretary, to demonstrate that such program is being carried forward, and shall complete and have it available for public use on or before the dates specified above.

(d) The Concessioner may, in the discretion of the Secretary, be relieved in whole or in part of any or all of the obligations of the improvement program for such stated periods as the Secretary may deem proper upon written application by the Concessioner showing circumstances beyond its control warranting such relief.

(e) The Secretary reserves the right to substitute new improvements or modify the improvements listed in section 1(b), at his discretion after having consulted the concessioner. Such changes shall be subject to the dollar limitations specified in section 1(b).

SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES

(a) The Secretary requires and hereby authorizes the Concessioner during the term of this contract to provide accommodations, facilities, and services for the public within Glacier Bay National Park, as follows:

1. Lodging
2. Food and beverage
3. Gifts and sundries
4. Fuel and oil
5. Overnight and day marine tour and charter vessel services
6. Vessel towing and repairs
7. Bus and taxi service between Gustavus and Bartlett Cove.

The Concessioner may provide services incidental to the operations authorized hereunder at the request of the Secretary.

Specific requirements and details of the operation shall be described in Operating Plans developed by the Superintendent after consultation with the Concessioner. An Operating Plan delineating the current operational responsibilities of both the Concessioner and the Secretary is included as Exhibit " F " attached hereto and made a part hereof. The Operating Plan will be reviewed annually and amended as necessary by the Superintendent after consultation with the Concessioner.

2(b) The Secretary reserves the right to determine and control the nature, type and quality of the merchandise and services described herein as authorized and required to be sold or furnished by the Concessioner within the area. Operations under this contract and the administration thereof by the Secretary shall be subject to the laws of Congress governing the area and the rules, regulations, and policies promulgated thereunder, whether now in force or hereafter enacted or promulgated, including but not limited to the United States Public Health Service requirements. Concessioners must also comply with current applicable criteria promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health.

(c) For purposes of tracking the provisions of Section 1307 of the Alaska National Interest Lands Conservation Act, relating to revenue-producing visitor services, the following services were being offered to the public within Glacier Bay National Monument by Glacier Bay Lodge, Inc. prior to January 1, 1979:

1. Lodging
2. Food and beverage
3. Gifts and sundries
4. Fuel and oil
5. Marine tour (day vessel only) and charter vessel services.

All of the above services were based in Bartlett Cove, Glacier Bay National Monument.

SEC. 3. PLANT, PERSONNEL, AND RATES

(a)(1) The Concessioner shall maintain and operate the said accommodations, facilities, and services to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefor provided that the Concessioner shall not be required to make investments inconsistent with a reasonable opportunity to realize a profit on its operations hereunder - commensurate with the capital invested and the obligations assumed.

(2) All rates and prices charged to the public by the Concessioner for accommodations, services, or goods furnished or sold hereunder shall be subject to regulations and approval by the Secretary. The Secretary shall exercise his decision making authority with respect to the Concessioner's rates and prices in a manner consistent with a reasonable opportunity for the Concessioner to realize a profit on its operations hereunder as a whole commensurate with the capital invested and the obligations assumed. Reasonableness of rates and prices will be

judged primarily by comparison with those currently charged for comparable accommodations, services, or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

3(a)(3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner may, subject to the prior approval of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted hereunder. The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services in accordance with procedures established by the Secretary.

(b)(1) The Concessioner may be required to have its employees who come in direct contact with the public, so far as practicable, to wear a uniform or badge by which they may be known and distinguished as the employees of the Concessioner. The Concessioner shall require its employees to exercise courtesy and consideration in their relations with the public.

(2) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Secretary to be inconsistent with the proper administration of the area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(3) The Concessioner shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (b) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended in 1978, (c) 41 CFR, Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, (d) the Age Discrimination in Employment Act of December 15, 1967 (P.L. 90-202), as amended by P.L. 95-256 of April 6, 1978, and (e) the Architectural Barriers Act of 1968 (P.L. 90-480) which requires Government Contractors and Subcontractors to take affirmative action to employ and to advance in employment qualified handicapped individuals and to make facilities accessible to or usable by handicapped persons so that they will not be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by an Executive agency or by the United States Postal Service.

The Concessioner shall also comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public and shall do nothing in advertising for employees which will prevent those covered by these laws from qualifying for such employment and use of their facilities. Regulations heretofore promulgated are set forth in Exhibit "B" attached hereto and made a part hereof.

SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS

(a) The Secretary hereby assigns for use by the Concessioner during the term of this contract, certain parcels of land and Government Improvements, if any, (as described in Exhibit "A" hereto) necessary to conduct the operations authorized hereunder. The Secretary reserves the right to withdraw such assignments or part thereof at any time during the term of this contract if, in his judgement, (1) such withdrawal is necessary for the purpose of protecting visitors or area resources, or, (2) the operations utilizing such assigned lands are terminated pursuant to Section 11 hereof. Any permanent withdrawal of assigned lands or improvements which are essential for conducting the operation authorized hereunder will be considered by the Secretary as a termination pursuant to Section 11 hereof. The Secretary shall compensate the Concessioner for any possessory interest in such withdrawn properties at book value as described in Section 12 hereof, or, in the event that Concessioner Improvements in which the Concessioner has a possessory interest are to be replaced by the Concessioner within the area, in accordance with fair value compensation for possessory interest described in subsection 12(b) hereof.

(b) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements upon the lands assigned hereunder, if any, constructed or acquired by the Government and provided by the Government for the purpose of this contract. The Concessioner shall have a possessory interest in improvements it makes to Government Improvements. In the event that such possessory interest is acquired by the Government or a successor Concessioner at any time the Concessioner will be compensated for such possessory interest pursuant to Section 12 hereof.

(c) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the area and the Government services therein.

4(d) The concessioner may construct or install upon the assigned lands such buildings, structures, and other improvements as are necessary for the operations required hereunder, subject to the prior written approval by the Secretary of the location, plans, and specifications thereof. The Secretary may prescribe the form and contents of the application for such approval. The desirability of any project as well as the location, plans and specifications thereof will be reviewed in accordance with the provisions of the National Environmental Policy Act of 1969 and the National Historic Preservation Act of 1966.

(e) If during the term hereof a Government Improvement requires major repairs and/or improvements that serve to prolong the life of the Government Improvement to an extent requiring capital investment for major repair, such capital investment shall be borne by the concessioner. Such expenditures shall be consistent with a reasonable opportunity for the concessioner to realize a profit on its operations. Where capital improvements to Government acquired or constructed facilities supporting the concession operation, including roads, parking and utility systems, are determined by the Secretary to be necessary and economically feasible for the accommodation of park visitors they shall be made by the Concessioner. If the Secretary determines that the required improvements are necessary but economically infeasible for the Concessioner, such improvements may be made by the National Park Service subject to the availability of appropriated funds.

Sec. 5. MAINTENANCE

Subject to Section 4(e) hereof, the Concessioner will, to the satisfaction of the Secretary, physically maintain and repair all buildings, structures (both Government and Concessioner's improvement) equipment and lands used in the operation (as defined under the land assignment). Maintenance will include keeping buildings, equipment and lands clean, neat, and in good repair. Specific requirements are delineated in the Maintenance Plan as set forth in Exhibit "F". Annual inspections will be carried out jointly by the Superintendent and the Concessioner in order to assure that a high standard of physical appearance, operation, repair and maintenance is maintained. The Maintenance Plan will remain in effect unless amended by the Superintendent after consultation with the Concessioner. Annual maintenance tasks shall be set forth in a Maintenance Schedule which is to be developed annually by the Superintendent after consultation with the Concessioner.

SEC. 6. CONCESSIONER'S IMPROVEMENTS

(a) "Concessioner's Improvements," as used herein, means buildings, structures, fixtures, equipment, and other improvements, affixed to or resting upon the lands assigned hereunder in such manner as to be a part of the realty, provided by the Concessioner for the purposes of this contract, (excluding improvements made to Government Improvements by the Concessioner), as follows: (1) such improvements upon the lands assigned at the date hereof as described in Exhibit "D" hereto; and (2) all such improvements hereafter constructed upon or affixed to the lands assigned to the Concessioner with the written consent of the Secretary. Concessioner's Improvements do not include any interest in the land upon which the described structures are located.

(b) The Concessioner shall have a possessory interest in all Concessioner's Improvements recognized by this contract. Possessory Interest shall consist of all incidents of ownership, except legal title which shall be vested in the United States. However, such possessory interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity and the use or enjoyment of any structure, fixture, or improvement in which the Concessioner has a possessory interest shall be wholly subject to the applicable provisions of this contract and to the laws and regulations relating to the area. The said possessory interest shall not be extinguished by the expiration or other termination of this contract and may not be terminated or taken for public use without just compensation as determined in accordance with Section 12. Wherever used in this contract, "possessory interest" shall mean the interest described in this paragraph. Performance of the obligations assumed by the Secretary under Section 12 hereof shall constitute just compensation with respect to the taking of a possessory interest in the circumstances therein described.

(c) Any salvage resulting from the authorized removal, severance, or demolition of a Concessioner's Improvement or any part thereof shall be the property of the Concessioner.

(d) In the event that a Concessioner's Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner shall promptly upon the request of the Secretary, restore the site as nearly as practicable to a natural condition.

SEC. 7. UTILITIES

(a) The Secretary shall furnish utilities to the Concessioner, for use in connection with the operations authorized hereunder, when available, at reasonable rates to be fixed by the Secretary, in his discretion and which shall at least equal the actual cost of providing the utility or service unless a reduced rate is provided for in an established policy of the Secretary in effect at the time of billing.

(b) Should any such service not be available or sufficient, the Concessioner may, with the written approval of the Secretary and under such requirements as shall be prescribed by him, secure the same at its own expense from sources outside the area or may install the same within the area subject to the following conditions:

(1) Any water rights deemed necessary by the Concessioner for use of water on Federal lands shall be acquired at its expense in accordance with any applicable state procedures and state law. Such water rights, upon expiration or termination of this contract for any reason shall be assigned to and become the property of the United States without compensation.

(2) Any service provided by the Concessioner under this section shall, if requested by the Secretary, be furnished to the Government to such an extent as will not unreasonably restrict anticipated use by the Concessioner. The rate per unit charged the Government for such service shall be approximately the average cost per unit of providing such service.

(3) All appliances, and machinery to be used in connection with the privileges granted in this section, as well as the plans for location and installation of such appliances and machinery shall first be approved by the Secretary.

SEC. 8. ACCOUNTING RECORDS AND REPORTS

(a) The Concessioner shall maintain an accounting system whereby the accounts can be readily identified with the System of Account Classification prescribed by the Secretary. The Concessioner shall submit annually as soon as possible but not later than March 1 a financial statement for the preceding year as prescribed by the Secretary, and such other reports and data as may be required by the Secretary. If annual gross receipts are in excess of \$1 million, the financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are between \$250,000 and \$1 million, the financial statements shall be reviewed by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants.

Financial statements accompanied by remarks such as "prepared from client records without audit" are unacceptable.

The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent to those included in the Federal and state tax returns. If they are not, then a statement showing differences shall be included. The Secretary shall have the right to verify and copy for his own use all such reports from the books, correspondence, memoranda, and other records of the Concessioner and subconcessioners, if any, and of the records pertaining thereto of a proprietary or affiliated company, if any, during the period of the contract, and for such time thereafter as may be necessary to accomplish such verification.

8(b) Within ninety (90) days of the execution of this contract or its effective date, whichever is later, the Concessioner shall submit to the Secretary a balance sheet as of the beginning date of the term of this contract. The balance sheet shall be audited by an independent certified public accountant or by an independent licensed public accountant, certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970. The balance sheet shall be accompanied by a schedule that identifies and provides details for assets in which the Concessioner claims a possessory interest. The schedule must describe these assets in detail showing for each such asset the date acquired, useful life, cost and book value.

(c) The Secretary and Comptroller General of the United States, or any of their duly authorized representatives, shall, until the expiration of five (5) calendar years after the close of business year of the Concessioner and any subconcessioner have access to and the right to examine any of the pertinent books, documents, papers, and records related to this contract including Federal, and state income tax returns.

SEC. 9. FRANCHISE FEE

(a) For the term of this contract, the Concessioner shall pay to the Secretary for the privileges granted herein as follows:

(1) An annual fee for the use of any Government Improvements utilized by the Concessioner hereunder, if any. Such fee and assigned Government buildings to be as set forth in Exhibit "A" hereto but in no event shall the fee exceed the fair annual value of such Government Improvements as determined by the Secretary.

(2) In addition to the foregoing, a further sum equal to three and four tenths PERCENT (3.4%) of the Concessioner's gross receipts, as herein defined for the preceding year.

(b) The franchise fee shall be due on a monthly basis in such a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the Concessioner operates. Such monthly payment shall include the annual use fee for assigned Government Improvements, as set forth in Exhibit "A" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the annual financial report. Overpayments shall be offset against the following year's franchise fees due. All franchise fee payments consisting of \$10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communication System.

9(c) An interest charge will be assessed on overdue amounts for each 30 day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

(d)(1) The term "gross receipts," as used herein, shall be construed to mean the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted in this contract, including gross receipts of subconcessioners as hereinafter defined and commissions earned on contracts or agreements with other persons or companies operating in the area, and excluding gross receipts from the sale of genuine United States Indian and native handcraft, intracompany earnings on account of charges to other departments of the operation (such as laundry), [charges for employees' meals, lodgings, and transportation] cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies, and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts.

(2) The term "gross receipts of subconcessioners" as used in subsection (d)(1) of this section shall be construed to mean the total amount received or realized by, or accruing to, subconcessioners from all sources, including that through vending machines or other coin-operated devices, as a result of the exercise of the rights conferred by subconcession contracts hereunder without allowances, exclusions, or deductions of any kind or nature whatsoever and the subconcessioner shall report the full amount of all such receipts to the Concessioner within 45 days after the 1st day of December of each year. The subconcessioner shall maintain an accurate and complete record of all items listed in subsection (d)(1) of this section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in subsection (d)(1) in computing the franchise fee payable to the Secretary as provided for in subsection (a) hereof.

9(e) Within sixty (60) days after the end of each five year period of this contract or as otherwise specified, at the instance of either party hereto, the amount and character of the franchise fees provided for in this section may be reconsidered. Such request shall be made in writing within 60 days after the end of the applicable contract year but cannot be made before the end of such year. In the event that the Secretary and the Concessioner cannot agree upon an adjustment of the franchise fees within 120 days from the date of the request for renegotiation as made by either party, the position of the Concessioner must be reduced to writing within 30 days therefrom and submitted to the Secretary for a determination of appropriate fees consistent with the fair value of any assigned Government Improvements and the probable value to the Concessioner of the privileges granted by this contract based upon a reasonable opportunity for a profit in relation to both gross receipts and capital invested. If desired by the Concessioner an advisory arbitration panel will be established (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary appropriate franchise fees. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written determination of the Secretary as to franchise fees shall be final and conclusive upon the parties hereto. Any new fees established will be retroactive to the commencement of the applicable period for which notice of reconsideration is given and be effective for the remaining term of the contract unless subsequent negotiations establish yet a different franchise rate. If new rates are greater than existing rates, the Concessioner will pay all back fees due with the next regular payment. If new rates are less than the existing rate the Concessioner may withhold the difference between the two rates from future payments until he has recouped the overpayment. Any new franchise fees will be evidenced by an amendment to the contract unless based upon the written determination of the Secretary in which event a copy of the determination will be attached hereto and become a part hereof, as fully as if originally incorporated herein.

SEC. 10. BOND AND LIEN

The Secretary may, in his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon the faithful performance of this contract, in such form and in such amount as the Secretary may deem adequate. As additional security for the faithful performance by the Concessioner of all of its obligations under this contract, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the area.

SEC. 11. TERMINATION

(a) The Secretary may terminate this contract in whole or part for default at any time and may terminate this contract in whole or part when necessary for the protection of visitors or area resources. The operations authorized hereunder may be suspended in whole or in part at the discretion of the Secretary when necessary to protect the health and safety of visitors and employees or to protect area resources. Termination or suspension shall be by written notice to the Concessioner and, in the event of proposed termination for default, the Secretary shall give the Concessioner a reasonable period of time to correct stated deficiencies. Termination for default shall be utilized in circumstances where the Concessioner has breached any requirements of this contract, including failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder.

(b) In the event of termination of this contract when necessary for the protection of visitors or area resources or for default, the compensation to the Concessioner for such termination shall be as described in Section 12, "Compensation".

(c) In the event it is deemed necessary to suspend operations hereunder in whole or in part to protect the visitors or resources of the area the Secretary shall not be liable for any compensation to the Concessioner for losses occasioned thereby, including but not limited to, lost income, profit, wages or other monies which may be claimed.

(d) To avoid interruption of service to the public upon the expiration or termination of this contract for any reason, the Concessioner, upon the request of the Secretary, will (1) continue to conduct the operations authorized hereunder for a reasonable time to allow the Secretary to select a successor, or (2) consent to the use by a temporary operator, designated by the Secretary, of the Concessioner's Improvements and personal property, if any, not including current or intangible assets, used in the operations authorized hereunder upon fair terms and conditions, provided that the Concessioner shall be entitled to an annual fee for the use of such improvements and personal property, prorated for the period of use, in the amount of the annual depreciation on such improvements and personal property as reflected on Federal Tax Returns, plus a return on the book value of such improvements and personal property equal to the prime lending rate, effective on the date the temporary operator assumes managerial and operational responsibilities, as published by the Federal Reserve System Board of Governors or as agreed upon by the parties involved. In this instance the method of depreciation used shall be either straight line depreciation or depreciation shown on Federal Tax Returns.

SEC. 12. COMPENSATION

(a) Just Compensation: The compensation described herein shall constitute full and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the circumstances described below.

(b) Contract Expiration or Termination Where Operations are to be Continued: If for any reason, including contract expiration or termination as described herein, and subject to the limitation on compensation for possessory interest contained in subsection (d) hereof, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and, at the time of such event the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation or an agency of the Government,

(b)(i) the Concessioner will sell and transfer to the successor designated by the Secretary its possessory interest in Concessioner and Government Improvements, if any, as defined under this contract, and all other property of the Concessioner used or held for use in connection with such operations; and

(ii) the Secretary will require such successor, as a condition to the granting of a contract to operate, to purchase from the Concessioner such possessory interests, if any, and such other property, and to pay the Concessioner the fair value thereof.

The fair value of any possessory interest in Government Improvements (such as Sections 1(b)(1) and 1(b)(2)(c)(d)) shall be book value as described in Section 12(c) hereof. In the event that such possessory interest in Government Improvements is acquired by a successor, the successor will not be permitted to revalue such possessory interest. The fair value of possessory interest in Concessioner's Improvements (such as Section 1(b)(2)(a)(b)) shall be deemed to be the sound value of the improvement to which it relates at the time of transfer of such possessory interest, without regard to the term or other benefits of the contract.

The sound value of any structure, fixture, or improvement shall be determined upon the basis of reconstruction cost less depreciation evidenced by its condition and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value. The fair value of merchandise and supplies shall be replacement cost including transportation. The fair value of equipment shall be replacement cost less depreciation and obsolescence.

If the Concessioner and the successor, excepting Government agencies, cannot agree upon the fair value of any item or items, either party may serve a request for arbitration upon the other party, and the fair value of the item or items in question shall be determined by the majority vote of a board of three arbitrators, selected as follows: Each party shall name one member of such board and the two members so named shall select the third member.

If either party fails to appoint an arbitrator within 15 days after the other shall have appointed an arbitrator and served written notice, including the name and address of the arbitrator appointed, upon the other party, then the American Arbitration Association shall be requested by the Secretary to appoint an arbitrator to represent the party failing to make the appointment. The costs and expenses of the arbitrator appointed by the American Arbitration Association to represent the party failing to make the appointment shall be paid for by that party. The two arbitrators so named shall select the third member. If the third member is not selected within 15 days after the appointment of the latter of the other two arbitrators, the American Arbitration Association shall be requested by the Secretary to appoint the third arbitrator.

In requesting that the American Arbitration Association appoint an arbitrator in the situations discussed above, the Secretary shall request that the person or persons appointed shall be impartial and specially qualified in commercial and real estate appraisal. The fair value determined by the Board of Arbitrators shall be binding on the parties. The compensation and expenses of the third member shall be paid by the Concessioner and one-half of the amount so paid shall be added to the purchase price.

Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute. If the successor is a Government agency and there is a dispute as to the fair value of any possessory interest, or other items, an advisory arbitration panel will be established at the request of the Concessioner (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary an appropriate fair value. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written decision of the Secretary as to such fair value will be final and binding upon all parties.

12(c) Contract Expiration or Termination Where Operations are to be Discontinued: If for any reason, including contract expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations, or substantial part thereof within the area, and/or to abandon, remove, or demolish any of the Concessioner's Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) its possessory interest in Concessioner Improvements, and Government Improvements, if any, in the amount of their book value (unrecovered cost as shown in Federal Income Tax Returns); (ii) the cost to the Concessioner of restoring any assigned land to a natural condition, including removal and demolition, (less salvage) if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made useless by such determination. Any such property that has not been removed by the Concessioner within a reasonable time following such determination shall become the property of the United States without compensation therefor.

(d) Contract Termination for Default for Unsatisfactory Performance where Operations are to be Continued. Notwithstanding any provision of this contract to the contrary, in the event of termination of this contract for default for failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder, compensation for the Concessioner's possessory interest in Concessioner's Improvements, if any, shall be at book value as described in Subsection 12(c) herein.

(e) Other Compensation. In the event of termination of this contract or portions thereof, for the purpose of protecting visitors or area resources the Concessioner may be compensated (in addition to the applicable compensation described in subsections (b) or (c) above) for such other costs as the Secretary, in his discretion, considers necessary to compensate the Concessioner for actual losses occasioned by such termination, including, but not limited to, and as the needs appear, cost of relocating from one building to another building, reasonable severance pay to employees that may be affected, penalties for early loan repayments, and reasonable overhead expenses required by such termination, but, not for lost profit or other anticipated gain from the operations authorized hereunder or anticipated sale or assignment of the Concessioner's assets, including this contract or any of its benefits.

12(f) Notwithstanding any other provision of this contract to the contrary, compensation of possessory interest created as a result of the building and improvement program described in subsection 1(b)(1) shall not exceed book value as determined by using straight line depreciation. Additionally, such improvements will have a book value of zero (0) dollars upon the expiration of this contract. In the event that such possessory interest is acquired by a successor, the successor will not be permitted to revalue such possessory interest.

(g) Notwithstanding any other provision of this contract to the contrary, the status of the three employee dormitories constructed by the Concessioner under the previous contract shall remain unchanged as regards possessory interest and compensation. These three structures shall not be considered as attached to or a part of the land although affixed thereto but shall remain the property of the concessioner. Upon the termination of the concession contract by limitation of time or otherwise, the Concessioner shall have the right to remove the employee structures and shall restore the area as nearly as possible to a natural condition. If the Concessioner elects not to remove the employee housing within one year after the termination of the concession contract, title to the structures and improvements provided for employees shall by operation of this agreement, and without further action by the National Park Service, pass to the United States without obligation to compensate the Concessioner therefor.

SEC. 13. ASSIGNMENT OR SALE OF INTERESTS

(a)(1) The Concessioner and/or any person or entity which owns a controlling interest (as herein defined) in a Concessioner's ownership, (collectively defined as the "Concessioner" for the purposes of this section) shall not assign or otherwise sell or transfer responsibilities under this Contract or the concession operations authorized hereunder, nor sell or otherwise assign or transfer (including, without limitation mergers, consolidations, reorganizations or other business combinations) a controlling interest in such operations, this contract, or a controlling interest in the Concessioner's ownership, as defined herein, without the prior written approval of the Secretary. Failure to comply with this provision or the procedures described herein shall constitute a material breach of this contract for which this Contract may be terminated immediately by the Secretary without regard to the procedures for termination for default described in Section 11 hereof, and, the Secretary shall not be obliged to recognize any right of any person or entity to an interest in this contract or to own or operate the operations authorized hereunder acquired in violation hereof.

13(a)(2) The Concessioner shall advise the person(s) or entity proposing to enter into a transaction described in Subsection (a)(1) above that the Secretary shall be notified and that the proposed transaction is subject to review and approval by the Secretary. The Concessioner shall request in writing the Secretary's approval of the proposed transaction and shall promptly provide the Secretary all relevant documents related to the transaction, and the names and qualifications of the person(s) or entity involved in the proposed transaction.

(3) Before the Secretary grants final approval for sale or transfer of ownership in the operation(s) authorized hereunder, the parties to the transaction shall have agreed in writing that the debt incurred for purchase, or the purchase price paid for the concession, shall not be used by the successor as future justification for:

a. Requesting a rate increase beyond the point of reasonable comparability pursuant to Section 3(c) of P.L. 89-249;

b. Requesting a waiver or reduction of franchise fees;

c. Submitting a claim that a reasonable opportunity to realize a profit, pursuant to Section 3(b) of P.L. 89-249, is being denied.

(b)(1) The Secretary, in exercising the discretionary authority set forth herein, shall among other matters, take into consideration the management qualifications of individuals or entities which would thereby obtain an interest in the facilities or services authorized hereunder, the experience of such individuals or entities with similar operations, and the ability of such individuals or entities to operate the concession operations authorized hereunder in the public interest under the regulation of the Secretary.

(2) For purposes of this section, the term "controlling interest" in a Concessioner's ownership shall mean, in the instance of a corporate concessioner, an interest beneficial or otherwise, of sufficient outstanding voting securities or capital of the Concessioner so as to permit exercise of substantial managerial influence over the operations of the concessioner, and, in the instance of a partnership, limited partnership, joint venture or individual entrepreneurship, any beneficial ownership of the capital assets of the Concessioner sufficient to permit substantial managerial influence over the operations of the Concessioner. The Secretary will determine at the request of interested parties whether or not an interest in a Concessioner constitutes a controlling interest within the meaning hereof.

13(c) The Concessioner may not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for the operation authorized hereunder or any part thereof without written approval of the Secretary at least 30 days in advance of such transaction.

(d) No mortgage shall be executed, and no bonds, shares of stock, or other evidence of interest in, or indebtedness upon, the assets of the concessioner, including this contract, in the area, shall be issued, except for the purposes of installing, enlarging or improving, plant equipment and facilities, provided that, such assets, including possessory interests, or evidences of interests therein, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment transfer, or encumbrance, the creditor or any assignee thereof, shall succeed to the interest of the Concessioner in such assets but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the Secretary.

SEC. 14. APPROVAL OF SUBCONCESSION CONTRACTS

All contracts and agreements (other than those subject to approval pursuant to Section 13 hereof) proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this contract in whole or part shall be considered as subconcession contracts and shall be submitted to the Secretary for his approval and shall be effective only if approved. However, agreements with others to provide vending or other coin-operated machines shall not be considered as subconcession contracts. In the event any such concession contract or agreement is approved, the Concessioner shall pay to the Secretary within 15 days after the last day of each month that the subconcessioner operates a sum equal to FIFTY PERCENT (50%) of any and all fees, commissions, or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of subconcessioners as provided for in Section 9 of this contract.

SEC. 15. INSURANCE AND INDEMNITY

(a) General

The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgements and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under the contract. The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary. The Concessioner shall, annually, or at the time insurance is purchased provide the Secretary with Certificates of Insurance and Broker's Analysis sufficient to evidence compliance with this section and shall provide the Secretary thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder. The Secretary will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(b) Property Insurance

The Concessioner at its cost shall secure and maintain, for both Concessioner Improvements and assigned Government Improvements, fire, extended coverage and such other perils insurance in such types and limits as are determined by the Secretary to be necessary to repair or replace those buildings, structures, equipment, furnishings, betterments and improvements, and merchandise necessary to satisfactorily discharge the Concessioner's obligations under this contract. For insurance purposes, values of such property shall be determined at the inception of this contract and updated annually thereafter.

The Concessioner will purchase per-occurrence property insurance coverage on all buildings and structures collectively under one policy, in the amount of at least \$2,512,000 per occurrence. Those values currently in effect are set forth in Exhibit "E" to this contract.

Such insurance shall provide for the Concessioner and the United States of America to be named insureds as their interest may appear. Insurance provisions respecting replacement at the "same site" shall be waived. In the event of loss the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Secretary. The lien provision of Section 10 shall apply to such insurance proceeds.

The Concessioner shall purchase the following additional property coverages:

(1) BUILDER'S RISK - For all construction projects undertaken by the Concessioner a builder's risk policy for the amount of the construction project will be purchased by the Concessioner at the time construction commences. Upon completion of the construction project the Concessioner agrees to adjust the basic property insurance coverage as necessary, so as to include the value of the new construction.

(2) BOILER AND MACHINERY - When boilers are utilized the Concessioner shall purchase and maintain boiler and machinery insurance including coverage for direct damage. Such coverage is to be in the amount of the full replacement value of the structure in which the boiler is located.

(3) FLOOD - The Concessioner is to provide coverage as applicable.

(4) EARTHQUAKE - The Concessioner is to provide coverage as applicable.

15 (c) Additional Property Damage Requirements - Government Improvements, Property and Equipment. The following additional requirements shall apply to structures, all or any part of which are "Government Improvements" as defined in Section 4(b).

(1) The insurance policy shall contain a loss payable clause approved by the Secretary which provides that insurance - proceeds shall be paid directly to the Concessioner without requiring endorsement by the United States.

(2) The use of insurance proceeds for repair or replacement of Government structures will not alter their character as Government structures and the Concessioner shall gain no possessory interest therein.

15 (d) Public Liability. The Concessioner shall purchase and maintain during the term of this contract Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in an amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event not less than (\$100,000) for bodily injury per person and (\$5 million) per occurrence and property damage of at least (\$25,000) per occurrence. All liability policies are to specify that the insurance company shall have no right of subrogation against the United States of America except that caused by the sole negligence of the United States or its employees and have no recourse against the Government for payment of any premiums or assessments.

Specific types of coverages the Concessioner shall purchase and maintain during the term of this contract include Comprehensive General Liability, with extensions which provide Product Liability and Contractual Liability and Liquor Liability, if liquor is served.

The Concessioner shall also obtain the following additional coverages:

a. Automobile Liability - The Concessioner shall provide the following coverages respecting vehicles owned and/or operated by the Concessioner: Comprehensive Automobile Liability, Uninsured Motorist coverages, and Statutory "No Fault" coverages, as required by the state of operation.

b. Worker's Compensation - Statutory Workers' Compensation as required in the state of operation, Employers' Liability coverage (Broad Form "All State" coverage, if the Concessioner operates in more than one state), Voluntary Compensation endorsement, and (Employers' Liability in states with monopolistic Workers' Compensation funds).

c. Other - The Concessioner shall also obtain the following coverages, in at least the limits set forth for Comprehensive General Liability:

Protection and Indemnity (Watercraft Liability limits \$100,000 per person, \$12 million per occurrence, and property damage at \$25,000)

Umbrella Liability Policy

SEC. 16. PROCUREMENT OF GOODS, EQUIPMENT, AND SERVICES

In computing net profits for any purposes of this contract, the Concessioner agrees that its accounts will be kept in such a manner that there will be no diversion or concealment of profits in the operations authorized hereunder by means of arrangements

for the procurement of equipment, merchandise, supplies, or services from sources controlled by or under common ownership with the Concessioner or by any other device.

SEC. 17. DISPUTES

(a) Except as otherwise provided in this contract, any dispute, or claim, concerning this contract which is not disposed of by agreement shall be decided by the Director, National Park Service, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Concessioner. The decision of the Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Concessioner mails or otherwise furnishes to the Director a written notification of appeal addressed to the Secretary. In accordance with the rules of the Board of Contract Appeals, the decision of the Secretary or his duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Concessioner shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute or claim hereunder, the Concessioner shall proceed diligently with the performance of the contract or as otherwise required in accordance with the Director's decision.

Claims shall be considered hereunder only if a notice is filed in writing with the Director within 30 days after the Concessioner knew or should have known of the facts or circumstances giving rise to the claim.

(b) This section does not preclude consideration of legal questions in connection with decisions provided for in paragraph (a) above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(c) The provisions of this clause shall not apply to any claim of a pre-contractual nature nor of a non-contractual nature such as tort claims, nor with respect to discretionary acts or refusals to act by the United States, including but not limited to the establishment of utility rates and rates to the public hereunder and terminations or suspensions of the contract for protection of visitors or area resources nor to any other discretionary relief of action, nor in relation to action or inaction by the United States in its sovereign capacity. Decisions of the Director, National Park Service, concerning the matters mentioned in this subsection shall be final administrative determinations.

SEC. 18. GENERAL PROVISIONS.

(a) Reference in this contract to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representatives.

(b) The Concessioner is not entitled to be awarded or to have sole negotiating rights to any Federal procurement of service contract by virtue of any provision of this contract.

(c) Notwithstanding any other provision hereof, the Secretary reserves the right to provide directly or through cooperative or other non-concession agreements with non-profit organizations any accommodations, facilities or services to area visitors which are part of and appropriate to the park interpretive programs.

(d) That any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(f) This contract may not be extended, renewed or amended in any respect except when agreed to in writing by the Secretary and the Concessioner.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Anchorage, Alaska, this 27th
day of August, 1986

UNITED STATES OF AMERICA

BY: /s/ Boyd Evison
Regional Director, Alaska

CORPORATIONS

ATTEST
BY: /s/ Lori Giersdorf
TITLE: Secretary

GLACIER BAY LODGE, INC.
BY: /S/Robert Giersdorf
TITLE: President
DATE: May 6, 1986

EXHIBIT "A"

GOVERNMENT-OWNED STRUCTURES ASSIGNED TO
 Glacier Bay Lodge, Inc.
 Pursuant To
 CONCESSION CONTRACT NO. 9100-06-0001

Building Number	Description	Annual Fee
GBL - 16	Lodge	
GBL - 17	Service Bldg. (adjacent lodge)	
GBL - U1,2,3,	Utilities - 3 (located in lodge cabin complex)	
GBLC - 1-55	Cabins - 55, wooden walkways & porches	
GBL - 59	Baggage Bldg.	
GBA - 11	Oil House - lower level	
	Main Dock - partial. See Operations Agreement for description.	

Fuel Systems:

Diesel - Seven 7,500 gallon storage tanks and the entire distribution system from and including the dock to the fuel farm and to the point of use. Excluded, and retained by the Service, is the 4" fuel line from and including the dock to the storage tanks. Also retained by the Service is one 15,000 gallon diesel storage tank and the distribution system from it to the government fuel dispenser and to the generator building.

Gasoline - Two 7,500 gallon storage tanks and the entire distribution system from and including the dock to the fuel farm and to the point of use. Excluded, and retained by the Service, is the 4" fuel line and the vapor return line from the dock to the fuel farm and the government fuel dispenser to and including the nearest shut-off valve.

Propane - The entire propane fuel system, including two 3,000 gallon tanks and the entire intake, distribution, and the vapor return system from the dock to the fuel farm and to the point of use.

The fuel distribution systems for diesel, gasoline and propane referred to above consist of all storage tanks and connecting components. This includes all intake and distribution lines, fittings, shutoff valves, check valves, anti-siphon valves, pressure reducing valves, solenoid valves, couplers, couplings, flexible hoses, dispensing units, nozzles, tank gauges, etc.

Total amount due pursuant to subsection 4(a).	\$5,000
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Land Assignment
to
Glacier Bay Lodge, Inc.
Glacier Bay National Park and Preserve
Concession Contract 9100-06-0001

1. Pursuant to Section 4 of the concession contract, the land deemed necessary for the operation of the concession as shown on the attached drawings and described in the land description are assigned to the concessioner during the term of the contract.
2. Within the boundary of the parcels of assigned land, the concessioner is responsible for maintenance as prescribed by the Maintenance Agreement.
3. Within the boundary of the parcels of assigned land, the superintendent is responsible for maintenance as prescribed by the Maintenance Agreement.

LAND DESCRIPTION

Lands assigned to the concessioner during the term of Contract #9100-06-0001 include the following:

1. Lands delineated on the attached map.
2. In the area of the concession employee housing, the land assignment will extend 50 feet around all dormitories and in addition will include the area between buildings, as shown on the attached map.

Lands specifically excluded within the area described above are:

1. Specifically excluded are any government operated facilities and the land directly beneath these facilities.
2. Space within Glacier Bay Lodge (Building Y GEL - 16) will be provided for an air taxi concessioner and a desk for the Alaska Natural History Association. Approximately 25 square feet will be provided for an air taxi concessioner near the main door on the east side of the Lodge. Approximately 50 square feet will be provided for the Alaska Natural History Association on the second floor of the Lodge.

Approved, effective August 27, 1986,

BY: GLACIER BAY LODGE, INC.

UNITED STATES OF AMERICA

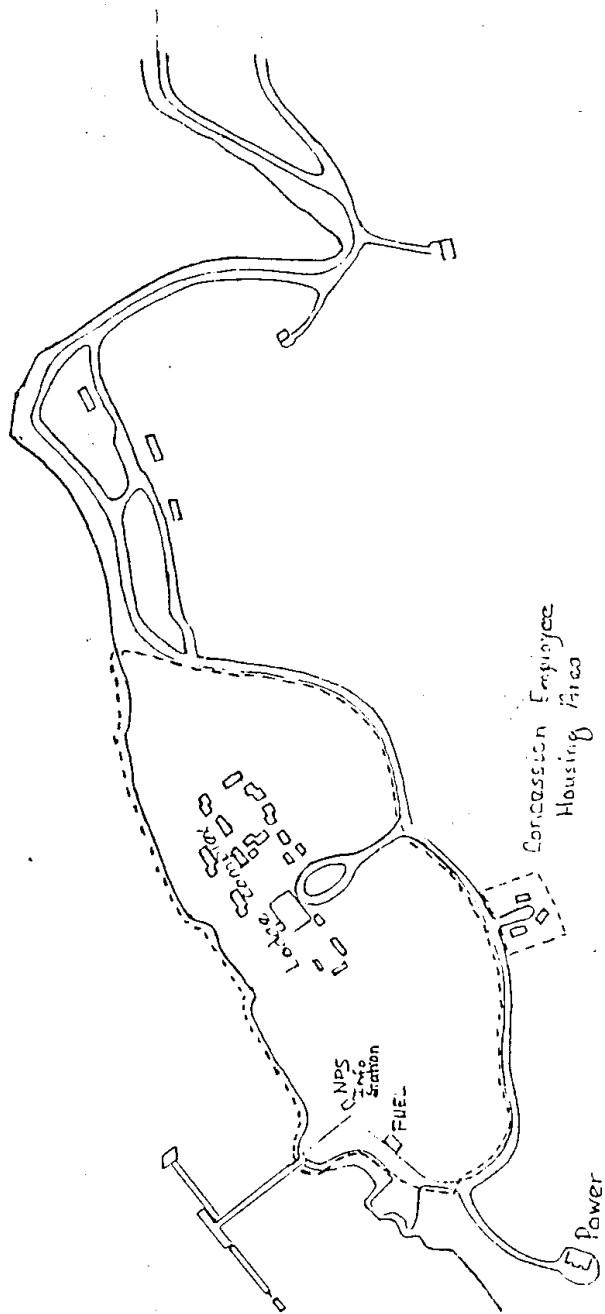
BY: /s/ Robert Giersdorf

/s/Dave Ames for

TITLE: President

Regional Director, Alaska

|



Land Assignment ---
 Glacier Bay Lodge, Inc.
 Barlett Cove
 Glacier Bay National Park/Preserve

EXHIBIT "C"

AREA OF PREFERENTIAL RIGHT

Only those granted by Section 1307 of the Alaska National Interest Lands Conservation Act (ANILCA).

EXHIBIT "D"

Pursuant to Subsection 6(a)(1)

NONE

EXHIBIT "E"

BUILDING REPLACEMENT COST FOR INSURANCE PURPOSES

CONCESSIONER: GLACIER BAY LODGE, INC.

CONCESSION CONTRACT NO.: CC-9100-06-0001

The replacement costs set forth herein are established for the sole purpose of assuring property insurance coverage and shall not be construed as having application for any other purpose.

I. GOVERNMENT BUILDINGS

<u>Building No.</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
GBL - 16	Lodge	\$1,358,332
GBL - 59	Baggage Storage	14,026
GBL - U1	Utility Bldg U1	14,551
GBL - U3	Utility Bldg US	14,551
GBL - U2	Utility Bldg U2	10,951
GBL - 17	Service Bldg	41,877
GBLC - 1-55	Cabins - 55, inc. walkways	1,614,082
	Fuel farm - partial - see Exhibit "A" for portions of fuel farm assigned to Lodge	129,575

II. CONCESSIONER BUILDINGS

GBL - 56,57,58	Concession Employee Dorms	726,024
GBL - 71	Staff Hall	<u>308,468</u>
Total		\$4,232,437

GLACIER BAY LODGE, INC.

UNITED STATES OF AMERICA

BY: /s/ Robert Giersdorf/s/ Dave AmesTITLE: President

(for) Regional Director, Alaska

DATE: 5/27/926/5/92

Exhibit E (1999 revision)

Building Replacement Cost For Insurance Purposes

Concessioner: **Glacier Bay Park Concessions, Inc.**

Concession Contract No.: **CC-9100-06-0001 (CC-GLBA001-86)**

The replacement costs set forth herein are established for the sole purpose of assuring property insurance coverage and shall not be construed as having application for any other purpose, and replaces prior editions of Exhibit E of this concession contract.

I. Government Owned Structures

<u>Building No.</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
GBL - 16	Lodge	\$1,606,540
GBL - 59	Baggage Storage	15,418
GBL - U1	Utility Building 1	17,747
GBL - U3	Utility Building 3	17,747
GBL - 17	Service Building	47,879
GBLC - 1-20	Old Cabins, incl. walkways	796,712
GBLC - 21-56	New Lodge Cabins, incl. Walkways	1,172,278
<i>Subtotal</i>		<i>\$3,647,321</i>

II. Concessioner Owned Structures

<u>Building No.</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
GBL - 56,57,58	Concession Employee Dorms 1-3	\$832,362
GBL - 71	Staff Hall	<u>373,480</u>
<i>Subtotal</i>		<i>\$1,208,842</i>
Total		\$4,856,163

Glacier Bay Park Concessions, Inc.

United States Of America

By: _____

Title: _____

Regional Director, Alaska

Date: _____



**AMENDMENT NO. 1
CONCESSION CONTRACT NO. 9100-06-0001
GLACIER BAY LODGE, INC.
GLACIER BAY NATIONAL PARK & PRESERVE**

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior through the Regional Director, Alaska Region, National Park Service, hereinafter referred to as the "Secretary" and Glacier Bay Lodge, Inc., a corporation organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, Concession Contract No. 9100-06-0001 was effective on August 27, 1986, with Glacier Bay Lodge, Inc., authorizing the Concessioner to provide accommodations, facilities, and services for the public within Glacier Bay National Park & Preserve; and

WHEREAS, the contract requires the Concessioner to refurbish all (55) lodge cabin interiors, completion by 5/1/87; and

WHEREAS, the Concessioner has requested an extension of time to complete this project; and

WHEREAS, the Secretary has determined that it is in the public interest of the United States to grant an extension of time:

NOW THEREFORE, the parties hereto covenant and agree to and with each other that Concession Contract No. 9100-06-0001 is hereby amended as follows:

Amend Section 1. TERM OF CONTRACT, as follows:

Amend subsection 1 (b) (2) c. by deleting "completion by 5/1/87" and substituting in lieu thereof the following:

"completion of 15 rooms by 5/31/87,
completion of 15 rooms by 5/31/88,
completion of 15 rooms by 5/31/89,
completion of 10 rooms by 5/31/90."

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Anchorage, Alaska, this 25th day of June, 1987.

UNITED STATES OF AMERICA

By [Signature]

Regional Director
Alaska Region
National Park Service

ATTEST:

By [Signature]
Title Sec

Glacier Bay Lodge, Inc.

By [Signature]
Title President
Date June 8, 1987

**AMENDMENT NO. 2
CONCESSION CONTRACT NO. 9100-06-0001
GLACIER BAY LODGE, INC.
GLACIER BAY NATIONAL PARK & PRESERVE**

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Regional Director, Alaska Region, National Park Service, hereinafter referred to as the "Secretary," and Glacier Bay Lodge, Inc., a corporation organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract No. 9100-06-0001 on August 27, 1986, whereby the Concessioner is authorized to provide facilities and services for the public within Glacier Bay National Park & Preserve during the period January 1, 1986 through December 31, 2001.

WHEREAS, the said concession contract has been amended on June 25, 1987; and

WHEREAS, the said concession contract requires the Concessioner to complete an improvement and building program; and

WHEREAS, the Concessioner has requested an extension of time to complete several of the projects; and

WHEREAS, the Secretary has determined that it is in the public interest to grant an extension of time; and

WHEREAS, the Secretary has revised insurance requirements for National Park Service Concessioners in May 1989; and

WHEREAS, the Concessioner agrees to comply with these revised insurance requirements; and

WHEREAS, the National Park Service has improved and upgraded the government owned propane storage and dispensing system at Bartlett Cove for the benefit of the Concessioner; and

WHEREAS, the Concessioner agrees to the assignment of this propane fuel system to the Concessioner, as provided in Section 4 and Exhibit "A" of said contract:

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract No. 9100-06-0001 is hereby amended as follows:

1. Amend Section 1., TERM OF CONTRACT, as follows:

Amend subsection 1(b)(1) a. as follows:

by deleting "5/1/91" in line 4, and substituting in lieu thereof "a date to be determined by the Secretary, provided that a minimum of a one year notice of the required completion date will be given to the Concessioner."; and

by deleting "5/1/93" in line 7, and substituting in lieu thereof " a date to be determined by the Secretary, provided that a minimum of a one year notice of the required completion date will be given to the Concessioner."

Amend subsection 1(b)(1) b. as follows:

by deleting "5/1/90" in line 2, and substituting in lieu thereof "5/25/91."

Amend subsection 1(b)(2) a. as follows:

by deleting "5/1/90" in line 2, and substituting in lieu thereof "8/1/90."

Amend subsection 1(b)(2) b. as follows:

by deleting "5/1/90" in line 2, and substituting in lieu thereof "one year after completion of the site preparation and infrastructure by the National Park Service."

Amend subsection 1(b)(2) c. as amended by contract **Amendment No. 1** as follows:

by deleting "completion of 10 rooms by 5/31/90" in line 4, and substituting in lieu thereof "completion of 8 rooms by 5/31/90, completion of two rooms by 5/25/91."

Amend subsection 1(b)(2) d. as follows:

by deleting "5/1/90" in line 3, and substituting in lieu thereof "11/1/91."

2. Amend Section 15., INSURANCE AND INDEMNITY, as follows:

By deleting existing language in Section 15 in it's entirety and substituting in lieu thereof the following:

"(a) General

The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under the contract. The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary.

At the request of the Secretary the Concessioner shall annually, or at the time insurance is purchased, provide the Secretary with a Statement of Concessioner Insurance and Certificate of Insurance as evidence of compliance with this section and shall provide the Secretary thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder.

The Secretary will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(b) Property Insurance

The Concessioner will, in the event of damage or destruction, repair or replace those buildings, structures, equipment, furnishings, betterments and improvements and merchandise determined by the Secretary to be necessary to satisfactorily discharge the Concessioner's obligations under this contract and for this purpose shall provide fire and extended insurance coverage on both Concessioner Improvements and assigned Government Improvements in such amounts as the Secretary may require during the term of this contract. Those values currently in effect are set forth in Exhibit "E" to this contract. The exhibit will be revised at least every 3 years, or sooner if there is a substantial increase in values.

Such insurance shall provide for the Concessioner and the United States of America to be named insureds as their interest may appear. In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Secretary. The lien provision of Section 10 shall apply to such insurance proceeds.

The Concessioner shall purchase the following additional property coverages in the amounts set forth in Exhibit "E"

- (1) Boiler and machinery
- (2) Sprinkler leakage
- (3) Builder's risk
- (4) Extension-of-coverage endorsement
- (5) Hull

(c) Additional Property Damage Requirements - Government Improvements, Property and Equipment.

The following additional requirements shall apply to structures, all or any part of which are "Government Improvements" as defined in Section 4(b).

(1) The insurance policy shall contain a loss payable clause approved by the Secretary which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States.

(2) The use of insurance proceeds for repair or replacement of Government structures will not alter their character as Government structures and the Concessioner shall gain no possessory interest therein.

(d) Public Liability

The Concessioner shall provide Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in an amount commensurate with the

degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than the following, per occurrence covering both bodily injury and property damage:

(1) for lodging, food and beverage, gifts and fuel sales : \$1,500,000.

(2) for land and water transportation, including buses, taxis, charter boats, tour boats and vessel towing and repairs:

up to 5 passengers	\$300,000
6 to 12 passengers	\$500,000
13 to 20 passengers (motor vehicles only)	\$750,000
13 to 20 passengers (other transportation)	\$1,000,000
21 to 50 passengers	\$1,500,000
51 to 120 passengers	\$2,000,000
121 to 220 passengers	\$2,500,000
221 to 300 passengers	\$3,000,000
over 300 passengers	\$3,500,000

If claims reduce available insurance below the required per occurrence limits, the Concessioners shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

From time to time, as conditions in the insurance industry warrant, the Secretary reserves the right to revise the minimum required limits.

All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

The Concessioner shall also obtain the following additional coverages at the same limits as required for Comprehensive General Liability insurance unless other limits are specified below:

- (1) Product liability
- (2) Liquor legal liability
- (3) Protection and indemnity (watercraft liability)
- (4) Automobile liability
- (5) Workers compensation
- (6) Underground storage tank pollution liability (coverage and limits only as required by law)"

3. Amend Exhibit "A", Government-Owned Structures Assigned to Glacier Bay Lodge, Inc. pursuant to Concession Contract No. 9100-06-0001, page 1, as follows:

Amend subsection entitled "Fuel Systems: Propane" as follows:

by deleting

"The entire propane fuel system, including two 3,000 gallon tanks and the entire intake, distribution, and vapor return system from the dock to the fuel farm and to the point of use."

and substituting in lieu thereof:

"The entire propane fuel system located in the vicinity of the lodge dormitories, including two 1,000 gallon tanks and the entire distribution system."

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Anchorage, Alaska, this 20 day of December, 1990.

UNITED STATES OF AMERICA

By *David D. Miller*

Ad. Regional Director
Alaska Region
National Park Service

ATTEST:

By *Tom Kinnear*

Title *Secretary*

GLACIER BAY LODGE, INC.

By *Robert Greisdorf*

Title *President*

Date *Nov. 12, 1990*

GLACIER BAY PARK CONCESSIONS, INC.

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary", and Glacier Bay Park Concessions, Inc., a Corporation, organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

W I T N E S S E T H

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-GLBA001-86 (formerly CC-9100-06-0001) on August 27, 1986 whereby the Concessioner is authorized to provide facilities and services for the public within Glacier Bay National Park and Preserve during the period January 1, 1986 through December 31, 2001 (as amended); and

WHEREAS, the Concessioner and the Secretary have agreed to amend this contract:

NOW, THEREFORE, the parties hereto covenant and agree to and with each other that the Concession Contract CC-GLBA001-86 is hereby amended, effective as of May 3, 1996, as follows:

The following new section, Section 19.1 Accounts, is added to the contract:

SEC. 19.1 ACCOUNTS

(a) CAPITAL ACCOUNT (1) As partial consideration for the privileges granted by this CONTRACT, the Concessioner shall establish a "Capital Account" (CA) by which it will undertake, on a project basis, improvements which directly support the Concessioner's operations hereunder. Funds in the CA, including interest earned thereon, shall be used in accordance with Exhibit "H" only for construction of qualified improvements approved by the Superintendent in accordance with priorities established by the National Park Service Field Director. Projects estimated to cost over \$1,000,000 must be approved in writing by the National Park Service Director.

(a)(2) Improvements paid for with funds from the CA will not include routine, operational maintenance of facilities or housekeeping activities. Nothing in this Section shall lessen the responsibility of the Concessioner to carry out the maintenance and repair of Government Improvements as required by Sections 4 and 5 of this CONTRACT, or otherwise, from

Concessioner funds exclusive of those funds contained in the CA. Funds in the CA shall not be used for purposes for which those Sections would apply. The Concessioner shall have no ownership, Possessory Interest or other interest in improvements made from the CA.

(a)(3) Improvements paid for with funds from the CA will not include improvements previously required by Sections 1(b)(1) or 1(b)(2) of the CONTRACT.

(a)(4) The Concessioner shall deposit into an interest bearing account at a Federally insured financial institution within FIFTEEN (15) days after the last day of each month that the Concessioner operates THREE AND FOUR TENTHS PERCENT (3.4%) of GROSS RECEIPTS as defined in this CONTRACT. The account shall be established and maintained in accordance with Exhibit "H" of this CONTRACT.

The amount of each monthly deposit due shall be based upon the sum of the accumulated annual GROSS RECEIPTS as of the end of the prior month.

The Concessioner shall provide written verification to the Superintendent at the time that each monthly deposit is made including the amount of the deposit and the basis of the calculation.

An interest charge will be assessed on overdue deposits for each THIRTY (30) day period, or portion thereof, that the deposit is delayed beyond the FIFTEEN (15) day period provided for herein. The percent of interest charged will be based on the then current value of funds to the U.S. Treasury as published in the Treasury Fiscal Requirements Manual.

(a)(5) The Concessioner shall submit annually with the submittal of the Concessioner's annual financial statement a statement reflecting the Concessioner's total activity in the CA for the preceding accounting year. The statement shall reflect all monthly credits, expenses by project, and the interest earned.

(a)(6) Advances or credits to the CA by the Concessioner are not permitted. Projects will be carried out as the Superintendent shall direct in writing and in advance of any expenditure being made and in accordance with Exhibit "H".

(a)(7) Upon the expiration or termination of this CONTRACT, or upon assignment or sale of interests related to this CONTRACT, the unexpended balance remaining in the CA that may have been originally attributable to the Concessioner shall be used in accordance with the purposes of the CA, Exhibit "H", and agreements used for management of the CA.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals.

Executed in triplicate, at Anchorage, Alaska, this 24th day of September, 1996.

GLACIER BAY PARK CONCESSIONS, INC.

UNITED STATES OF AMERICA

BY: /s/ Mark Richardson

Mark J. Richardson
President/CEO

BY: /s/ Paul Anderson

(for) Robert D. Barbee
Field Director, Alaska
National Park Service

ATTEST:

BY: _____

Title: _____

EXHIBIT H - CONCESSION CONTRACT
ACCOUNT CONTROL PROCEDURE

INTRODUCTION

For the purposes of this Exhibit, the term "Superintendent" hereinafter will refer to the "Superintendent" or his/her designee." The term "Concessioner" hereinafter will refer to the Concessioner.

This document is about the use of funds. The source of these funds is established in the contract language at section 19.1, by Amendment #3.

The Capital Account (CA) is to be used to rehabilitate or construct facilities which directly support concessioner services authorized and/or required under this contract. The CA is established as a contract obligation. No possessory interest is accrued by the Concessioner for improvements made by this account.

Funds in the CA account can be invested in various instruments in advance of being used to carry out the concessioner's obligations under the contract. Whatever the method selected to hold the funds pending project work beginning, the parties to this contract agree that all funds will either be held in an account(s) insured by the Federal Deposit Insurance Corporation of a similar insuring activity of the Federal government and/or that all investment instruments will be notes, bills, and bonds issued by the United States Treasury which shall be whole instruments including both principal and interest (no derivative instruments) and which shall be directly backed by the full faith and credit of the United States of America.

The funds in the CA will be held in a FDIC insured Business Money Market Account (BMMA) and/or a Corporate Checking Account (CCA) established by the Concessioner to carry out concessioner obligations under this contract.

Deposits shall be made into CA accounts established by the Concessioner to carry out the purposes of the contract. The Concessioner makes an irreversible commitment when deposits are made into a CA. Deposited funds do not become Government funds. Interest earned on CA accounts becomes an addition to the balance of the CA.

CA funds must be maintained in separate accounts with record keeping used to maintain continuous records of the balances and allocation of income and expenses.

Concessioners are responsible for reporting or ensuring the reporting of CA activity each month and for annually filing, as part of their Annual Financial Report, the schedules that may be required by the Secretary.

The Concessioner shall not be paid or reimbursed in any way for account management. However, account management expenses incurred by third parties with the written approval, in advance, of the properly delegated National Park Service authority may be considered as account expenses.

The Concessioner may, with the approval of the Superintendent, be allowed to charge the CA for actual expenses incurred, in an amount not to exceed ten percent (10%) of approved project expenditures, for reasonable concessioner administrative costs directly associated with carrying out individual projects. The Concessioner shall provide a detailed listing of each cost incurred to the Superintendent who shall determine the reasonableness and appropriateness of such expenses prior to their being allowed.

CA is not to be used for the payment of routine maintenance and operating expenses of the Concessioner. Additionally, the CA is not to be used for maintenance of government property not assigned to the Concessioner or for government projects or activities not directly related to the provision of the involved concessioner's services.

CA funds are not to be used to pay or otherwise reimburse or credit concessioner annual operating costs or government appropriation accounts.

The contracts entered into by the Concessioner (or others should that be authorized) to undertake projects are private contracts, not government contracts, issued at an arm's length to obtain the best contract price possible. The Concessioner shall not, directly or indirectly, enter into any arrangement or agreement whereby it receives money or other benefits from the contractor.

The Superintendent may require that the CA fund the cost of an independent, third party construction supervisor/inspector to represent the interests of the Government on any project where the Superintendent feels that would be cost effective and necessary to the sound administration of the project.

The Concessioner shall ensure that a Builders Risk From insurance policy is in effect during the construction. The type and amount of insurance will be approved in writing by the Superintendent. This policy as an appropriate expenditure for the CA.

In the event of any inconsistency between this Exhibit and the main body of the concession contract, the contract shall prevail.

POLICY FOR USE OF THE CAPITAL ACCOUNT

The contract includes specific provisions establishing a CAPITAL ACCOUNT (CA) and describing its purpose or principal goals.

The basis for the account is the need to establish systematically available funds for the ongoing improvement of concession facilities. The use of a CA allows reserves to be established for known requirements even while exact project, construction timing, and planing are not yet resolved.

CA projects include project planning, design, and construction of new buildings and infrastructure, rehabilitation of existing buildings and related infrastructure, demolition of old facilities, and site restoration.

The CA is established to undertake nonrecurring projects of significant capital improvement to real property. The CA will not be used for routine or cyclic repair and maintenance except where a CA project would obviate the need for cyclic repair and maintenance. The CA will not be used for acquisition, lease or maintenance of personal property.

PROJECT NOMINATION AND APPROVAL

1. Spending money from the CA requires a coordinated effort between the Concessioner and the Superintendent. Projects must be proposed, prioritized, approved, bid and accomplished with an orderly process that ensures accountability.
2. The National Park Service staff and/or the Concessioner shall submit proposals to the Superintendent for the use of the CA using a format established by the Superintendent for "Account Project Nomination" (a standard control form). It is intended that a nomination form be the first step in the development of a project file.

3. The Superintendent will establish an Account Committee (AC) to review and recommend approval/disapproval of project nominations. The committee will include at least the Park's Concession Management Specialist and will also include other staff members deemed appropriate by the Superintendent. The Chair will be the park's lead concession operative unless a different appointment is made by the Superintendent. The Superintendent will establish a process to review and approve/disapprove project nominations based on but not limited to the following:

- Applicable laws and regulations
- NPS Policies
- Concession Contract and Amendments Including the Appropriateness of the Project Given the CA Purposes Stated in this Exhibit
- Operating and Maintenance Plans
- Need, based on resource impacts or human risk factors
- Compliance with NPS planning documents
- Other applicable factors

Upon completion of the review, the AC will prepare a record of the evaluation and a recommendation for approval/disapproval by the Superintendent. The documentation will be placed in the "Project Statement"(a standard control form).

4. A Project Statement will guide and document each project's implementation through completion. This Statement will contain the following: justification, specific proposal, scope of work, design responsibility, proposed project schedule and compliance requirements, The Project Statement will be signed by the Superintendent and the Concessioner's authorized representative. The signed Project Statement constitutes official authority for the Concessioner to begin work on the project.

The Project Statement will provide a chronological audit trail of the projects decision making activity including meetings, inspections, change orders, etc. from nominations to project completion. Support documents will be maintained in the Project File or reference in the Project Statement where related documents can be found.

SPECIFICATIONS, DESIGN, AND BIDDING

1.a. Work funded by CA is to be accomplished through competitive contracts.

1.b. Construction work will not be done by Concessioner employees unless the Superintendent determines that there are unusual circumstances that make such work both advantageous and able to be managed effectively. Concessioner may use sole-source contracts only with the prior approval of the Superintendent.

1.c. Concessioner may not bid as independent contractors, or be employed by the contractor for CA projects.

1.d. The Concessioner shall not directly or indirectly, enter into any contract whereby it benefits directly or indirectly through the transfer of funds or other benefits from a CA project contractor.

1.e. Exceptions to these policies may be granted in writing by the Superintendent on a case-by-case- basis when there are unusual circumstances, clear advantages to the government, and adequate controls.

2. The Concessioner will develop a project description sufficient to secure an architect, engineer, or construction contractor. These will be reviewed and authorized in writing by the Superintendent.

3. Plans and specifications will be prepared by the Concessioner and will follow NPS-10, NPS-48, and NPS-70. When design is involved in a project, the designs will be reviewed by the Superintendent as appropriate to the project, such as 50%, draft 100% completion, etc. Appropriate time should be allowed for design review, by appropriate NPS staff at park, region, or service center, or by independent consultants.

4. Once plans and specifications are approved, the Concessioner will prepare to advertise or otherwise solicit or secure estimates or bids for the project.

5. For each project, the package for bidding or estimating will include at least the plans and specifications, the General Provisions, and a draft contract or agreement under which the work will be carried out and that has been reviewed and approved by the Superintendent. If lodging and/or meals are provided by the Concessioner as part of the contract, the contract must include this provision and rates. If you are not doing a construction project, prepare an appropriate package for that action and determine how to proceed to bid or otherwise secure cost estimates.

6. If the project is bid, The Concessioner will receive, open, and evaluate project bids.

7. The Concessioner will recommend and justify a contractor from among the bidders or from other sources if a bid process was not used. This recommendation will be accepted/rejected by the Superintendent in writing. Once confirmation has been issued, the Concessioner is authorized to sign a contract and proceed with the project.
8. At this time, the Concessioner will submit to the Superintendent as estimate of the final budget and time schedule for the project.
9. At appropriate intervals the Concessioner will submit to the Superintendent as estimate of the final budget and time schedule for the project.
10. Change orders on project contracts require approval in writing from the Superintendent.
11. Upon certification from the contractor that a project is complete, the project will be inspected jointly by the Concessioner and the Superintendent. The project will not be accepted by the Concessioner until authorized in writing by the Superintendent.
12. Upon project completion, the Concessioner will submit to the Superintendent a project completion report including total project costs, warranties, service manuals, other similar documents, and as-built drawings of the project in the form specified. Invoices, certificates, and other documentation related to the final segment of work accomplished shall accompany the report and be the basis for final payment of the contractor. Final payment to the contractor and final reimbursement to the Concessioner for administrative costs shall not be made until the project has been accepted in writing by the Superintendent. The Concessioner is required to submit a summary of administrative costs for the project.

GLACIER BAY PARK CONCESSION, INC.

UNITED STATES OF AMERICA

BY: /s/ Mark Richardson
Mark J. Richardson
President/CEO

BY: /s/ Paul Anderson
(for) Robert D. Barbee
Field Director, National Park Service

DATE: 9/3/96

DATE: 9/3/96

**GLACIER BAY PARK CONCESSIONS, INC.
CONCESSION CONTRACT CC-GLBA001-86 - AMENDMENT NO. 4**

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary", and Glacier Bay Park Concessions, Inc., a Corporation, organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

WITNESSETH

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-GLBA001-86 (formerly CC-9100-06-0001) on August 27, 1986, which contract was amended by Amendment #1 dated June 25, 1987, Amendment #2 dated December 20, 1990, and Amendment #3, dated September 24, 1996 (collectively referred to as the "Contract"), whereby the Concessioner is authorized to provide facilities and services for the public within Glacier Bay National Park and Preserve during the period January 1, 1986 through December 31, 2001 (as amended); and

WHEREAS, the Secretary and the Concessioner have agreed to extend the contract for two (2) years until December 31, 2003 in order to avoid an interruption in visitor services; and

WHEREAS, the Secretary and the Concessioner have agreed that the Secretary shall purchase all Concessioner's possessory interest in improvements in existence on the effective date of this amendment within Glacier Bay National Park and Preserve for \$400,000. A description of the Concessioner's improvements is included as Attachment A. Payment of the \$400,000 will be credited against the amounts owed by the Concessioner to the National Park Service as follows: first, by the franchise fees, including all penalties and interest, the Concessioner owes to the Secretary and has not paid as of the effective date of this amendment as required by section 9; second, by the amount Concessioner was to pay but has not paid into the capital account, including all penalties and interest, as of the effective date of this amendment as required by section 19.1; third, by the amount of the obligation Concessioner has but did not satisfy pursuant to section 1(b)(1); and fourth, by future franchise fees of the Concessioner as they become due during the term of this amendment, until the \$400,000 is satisfied. At that time Concessioner will pay franchise fees pursuant to section 9; and

WHEREAS, the Secretary and the Concessioner agree that there is no possessory interest in any improvements, including government improvements, except as identified in Attachment A; and

WHEREAS, the Secretary and the Concessioner agree that a per passenger fee is preferable to a percentage of gross receipts for Concessioner overnight vessels operating only partially within the park area; and

WHEREAS, the Secretary and the Concessioner agree to amend the contract to eliminate the Concessioner's obligation to make deposits to the capital accounts:

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract CC-GLBA001-86 is hereby amended, effective on January 1, 2002 as follows:

Language to be added to and become a part of the contract is displayed below in bold underlined print. Language to be deleted from and no longer a part of the contract is displayed below in a strike out format.

1. SEC. 1 TERM OF CONTRACT

(a) "This contract shall be for the term of **eighteen (18)** years from January 1, 1986."

2. SEC. 9 FRANCHISE FEE

(a) Add new subsection as follows: **"(3) In addition to the foregoing, a further sum equal to \$7.00 per passenger for each day or portion of a day during which a Concessioner overnight vessel operates within park boundaries. Overnight vessel is defined as any tour vessel or charter vessel operating under an itinerary exceeding twenty-four hours in length and which includes at least one overnight stay onboard."**

3. (d)(l) The term "gross receipts," as used herein, shall be construed to mean the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted in this contract, including gross receipts of subconcessioners as hereinafter defined and commissions earned on contracts or agreements with other persons or companies operating in the area, and excluding gross receipts from **Concessioner overnight vessel services (as defined in Sec 9 (a)(3))**, the sale of genuine United States Indian and native handcraft, intracompany earnings on account of charges to other departments of the operation (such as laundry), [charges for employees' meals, lodgings, and transportation] cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies, and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts.

4. SEC. 12. COMPENSATION

Add new subsection as follows: **"(h) The Concessioner has agreed to sell and the Secretary has agreed to purchase all Concessioner's possessory interest in improvements in existence on the effective date of this amendment within Glacier Bay National Park and Preserve for \$400,000. A description of the Concessioner's improvements is included as Attachment A. The Secretary will pay the \$400,000 as follows: first, to satisfy the franchise fees, including**

all penalties and interest, the Concessioner owes to the Secretary and has not paid as of the effective date of this amendment as required by section 9; second, to satisfy the amount Concessioner was to pay but has not paid into the capital account, including all penalties and interest, as of the effective date of this amendment as required by section 19.1; third, in lieu of complete satisfaction of the obligation Concessioner has but has not satisfied pursuant to section 1(b)(1); fourth, as a credit for future franchise fees as they become due during the term of this amendment, until the \$400,000 is satisfied. At that time Concessioner will pay franchise fees pursuant to section 9. Accordingly, Notwithstanding any other provision of this contract to the contrary, the Concessioner's possessory interest in all improvements on the effective date of this amendment is (\$0) dollars.

5. AMENDMENT #3, Section 19.1 ACCOUNTS

(a)(4) The Concessioner shall deposit into an interest bearing account at a Federally insured financial institution within FIFTEEN (15) days after the last day of each month that the Concessioner operates **ZERO PERCENT (0%)** of GROSS RECEIPTS as defined in this CONTRACT. The account shall be established and maintained in accordance with Exhibit "H" of this CONTRACT."

6. In all other respects, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals.

Executed in triplicate, at Anchorage, Alaska, this [7th] day of [May], 2002.

GLACIER BAY PARK CONCESSIONS, INC.

UNITED STATES OF AMERICA

BY: /s/ Gary Droubay
~~Greg Dronkert~~ Gary Droubay
~~Chief Executive Officer~~ Chairman
Glacier Bay Park Concessions, Inc.

BY: /s/ Robert Arnberger
Robert Arnberger
Regional Director, Alaska
National Park Service

ATTEST: _____

BY: /s/ David D Goade

Title: Secretary/Treasurer

Attachment A

Concessioner Improvements and Fixtures Subject to this Contract Amendment

Glacier Bay Park Concessions Staff Building located within Glacier Bay National Park. Building is divided into 2 offices, a staff laundry room, a staff kitchen, and a staff dining room and lounge totaling approximately 2,290 square feet.

Glacier Bay National Park Building Number: GBL-71.

NPS building number: GLBA-001-357-AKSO.

Kitchen

1. Hobart Dishwasher, type AM14
2. Scrape table with sink and disposal
3. Gaylord Range hood w/exhaust fan & sprinklers
4. Serving table (w/electric hot & cold holding compartments)
5. Sunfire unit w/ovens (2)/grill/salamander/gas burners
6. 3 sink stainless steel table
7. Preparation table w/cabinets & can opener
8. Wall cabinets (5 sections, 2 doors)
9. Mop sink w/faucet
10. Pull-down metal serving window
11. Wire wall shelving
12. True Refrigerator (in kitchen)
13. True Freezer (in kitchen)
14. Dry storage Annex ("Barbie House")

Cafeteria

1. Wall cabinets
2. Cabinets w/counter & sink
3. Coat Rack (in hallway)
4. Wall-Mounted Fire hose cabinet w/hose

Restrooms

1. Lavatory (2)
2. Toilet (2)
3. Sinks (2)
4. Wall-mounted paper towel dispensers (2)
5. Wall-mounted hand dryers (2)
6. Wall-mounted mirrors (2)

Laundry

1. Shelves (2)

Administrative Offices

1. Two offices, no permanent fixtures

Utility Room

1. Weil Mclain Oil-Fired Boiler
2. A.O. Smith Water Products Water Storage Tank, model TJV-200-A

Fuel Tanks

1. Above Ground Fuel Storage Tank(1) (feeds EDR & Dorms)
2. Propane tank

GLACIER BAY PARK CONCESSIONS, INC.
CONCESSION CONTRACT CC-GLBA001-86 - AMENDMENT NO. 5

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary", and Glacier Bay Park Concessions, Inc., a Corporation, organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

WITNESSETH

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-GLBA001-86 (formerly CC-9100-06-0001) on August 27, 1986, which contract was amended by Amendment #1 dated June 25, 1987, Amendment #2 dated December 20, 1990, Amendment #3, dated September 24, 1996 and Amendment #4 dated May 7, 2002 (collectively referred to as the "Contract"), whereby the Concessioner is authorized to provide facilities and services for the public within Glacier Bay National Park and Preserve during the period January 1, 1986 through December 31, 2003 (as amended); and

WHEREAS, the Secretary and the Concessioner have agreed that the Secretary shall purchase all Concessioner's interest in three (3) Concessioner employee dormitories located at Bartlett Cove in Glacier Bay National Park and further identified as Glacier Bay National Park Building Numbers GBL-56, GBL-57 and GBL-58 for \$85,000. Payment of the \$85,000 will be credited against future franchise fees that the Concessioner will owe to the Secretary as required by section 9 as they become due during the term of this contract until the amount is satisfied. If the franchise fees owed for 2003 are less than \$85,000, the National Park Service will pay the Concessioner any remaining amount owed or credit any amount still owed against any money owed to the National Park Service by the Concessioner. Once the entire \$85,000 is credited, the Concessioner will resume payment of franchise fees in accordance with the existing terms of the contract; and

WHEREAS, the Secretary and the Concessioner agree that there is no possessory interest in any improvements, including government improvements.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract CC-GLBA001-86 is hereby amended, as follows:

Language to be added to and become a part of the contract is displayed below in bold underlined print. Language to be deleted from and no longer a part of the contract is displayed below in a strike out format.

1. SEC. 12. COMPENSATION

Replace the existing subsection (g): "~~(g) Notwithstanding any other provision of this contract to the contrary, the status of the three employee dormitories constructed by the Concessioner under the previous contract shall remain unchanged as regards possessory interest and compensation. These three structures shall not be considered as attached to or a part of the land although affixed thereto but shall remain the property of the concessioner. Upon the~~

50 ~~termination of the concession contract by limitation of time or otherwise, the Concessioner shall~~
51 ~~have the right to remove the employee structures and shall restore the area as nearly as~~
52 ~~possible to a natural condition. If the Concessioner elects not to remove the employee housing~~
53 ~~within one year after the termination of the concession contract, title to the structures~~
54 ~~and improvements provided for employees shall by operation of this agreement, and without~~
55 ~~further action by the National Park Service, pass to the United States without obligation to~~
56 ~~compensate the Concessioner therefor."~~

57
58 as follows: "(g) The Concessioner has agreed to sell and the Secretary has agreed to
59 purchase all the Concessioner's interest in the three (3) employee dormitories located at
60 Bartlett Cove in Glacier Bay National Park and further identified as Glacier Bay National
61 Park Building Numbers GBL-56, GBL-57 and GBL-58 for \$85,000. Payment of the \$85,000
62 will be credited against future franchise fees that the Concessioner will owe to the
63 Secretary as required by section 9 as they become due during the term of this contract until
64 the \$85,000 is satisfied. If the franchise fees owed for 2003 are less than \$85,000, the
65 National Park Service will pay to the Concessioner any remaining amount owed within 90
66 days after acceptance by the National Park Service of the final Annual Financial Report
67 under this contract or credit any amount still owed against any money owed to the National
68 Park Service by the Concessioner. At such time as the purchase amount has been paid,
69 Concessioner will pay franchise fees pursuant to section 9. Accordingly, Notwithstanding
70 any other provision of this contract to the contrary, the Concessioner's possessory interest
71 in all improvements on the effective date of this amendment is (\$0) dollars. The
72 Concessioner certifies that they are the sole owners of the three (3) employee dormitories;
73 that no work or labor has been performed nor have any materials been furnished in
74 connection with the three (3) employee dormitories which would entitle any person to a
75 mechanic's lien under applicable law; that there is no outstanding deed, mortgage, lien,
76 lease, contract or other instrument adversely affecting ownership of the three (3) employee
77 dormitories. "

78
79 2. In all other respects, the Contract shall remain in full force and effect.

80
81 IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals.

82
83 Executed in triplicate, at Anchorage, Alaska, this 6 day of May, 2003. KA
84 ~~26th~~ ~~MARCH~~

85
86 GLACIER BAY PARK CONCESSIONS, INC.

UNITED STATES OF AMERICA

87
88
89 BY: Gary Hibma

90 Gary Hibma
91 Chief Executive Officer
92 Glacier Bay Park Concessions, Inc.

BY: Marcia Blasquez

for Robert Arnberger
93 Regional Director, Alaska
94 National Park Service

95
96 ATTEST: Kevin M. Hill

97
98 BY: Kevin M. Hill

Title: Vice President, Operations

Standard Day Tour Boat Itinerary

Depart Dock in Bartlett Cove: The first 15 minutes of the trip generally include the Captain's greeting, safety briefing and general trip announcements made by the ship's crew. Passengers are exploring the vessel – finding heads, beverages, binoculars, ranger information, open decks – and settling in.

Sitakaday Narrows: Sitakaday Narrows provides a good opportunity to see a variety of marine mammals. While in Sitakaday looking for animals and birds, the ranger introduces self, talks about the route of the day/highlights, and introduces the theme for the day.

South Marble Island: One hour to 1-1/2 hours after leaving the dock, the vessel is approaching South Marble Island. This is the place in the bay to see a myriad of nesting birds and an excellent chance of seeing Steller sea lions. The birds present in and around South Marble represent many of the species the passengers will be seeing over the course of the day. Just prior to arrival at the island, the ranger gives an in-depth bird identification talk lasting 10-15 minutes so passengers will know who and what to look for. Then, everyone is urged to get out on deck for viewing. Due to the sheer numbers of birds, all passengers will see something. If there are sea lions around, that just seems to be a bonus. Though it may be chilly, passengers are usually out on deck until the vessel begins to pull away from South Marble.

Transit: The transit from South Marble to North Sandy Cove offers passengers the opportunity to come inside, warm up, sit down and talk about what they have just experienced.

North Sandy Cove: This intimate channel often offers rich wildlife viewing - bears, coyotes, eagles – off both sides of the vessel. As the boat must slow down to go through this passage, this is an excellent time to get people out on deck. Even without wildlife, visitors can get a good close look at bull kelp, the shoreline, the forest, etc.

[Possible camper drop-off stop at Mt. Wright]

Transit: As the boat transits across to Tlingit Point, passengers are starting to grasp the rhythm of the day, which is that there are highlights worth bundling up and getting out on deck for. But there will be time afterward to come inside, warm up and a little personal time.

Shoreline: Hugging the shoreline from Tlingit Point to Tidal Inlet can be productive for bears and eagles especially at low tide. This keeps people alert, though they can be watching from their tables inside.

Tidal Inlet: The stream at the entrance to Tidal Inlet can be a good place for wildlife: eagles, bears, even goats on the hill above. Large rafts of molting scoters are not uncommon. The view down the inlet is also impressive. This is a good place to get people out on deck looking.

Gloomy Knob: Immediately after Tidal Inlet, it is worth it to stay out on deck for a slow cruise past Gloomy Knob – a large dolomite dome of rock polished smooth by the glacier. While

admiring the glacial striations that eloquently tell the glacier story, visitors can also be on the lookout for mountain goats and seabirds.

[Possible camper drop-off stop at Queen Inlet]

Russell Cut: The passage between Russell Island and the mainland – Russell Cut – once again affords passengers with a close view of the shoreline off both sides of the vessel. Bears are not uncommon. The passage also affords an excellent view of another glacial feature. The large u-shaped valley below Mt. Abdullah features a v-shaped valley cutting into it.

Glacier Country: Following Russell Cut, the vessel is suddenly within “glacier country.” The Grand Pacific and Margerie Glaciers come into view. Reid and Lamplugh glaciers are visible at a distance. Glacial ice drifts in the water. Excitement builds as the vessel is finally approaching tidewater glaciers. From this point to the glacier faces, passengers are usually excited and getting ready for their time at the glaciers. People bundle up, get their cameras/film, and start to head out on deck.

Glacier Approach: If ice conditions permit, the optimum approach is generally a slow counter-clockwise swing from the eastern shore of Tarr Inlet, past the face of the Grand Pacific to the face of Margerie.

Glacier Face: Time spent in front of the glacier is an absolute highlight with virtually all passengers out on deck the entire time. The ranger is off the microphone, allowing passengers to talk among themselves. If the vessel captain is willing to turn the engines off, passengers will be captivated by the glacial symphony of popping ice bubbles, excited birds and the booming thunder of the calving glacier.

Back down Tarr Inlet: After 30 minutes or more in front of the glaciers, passengers need to come in and warm up. Lunchtime falls somewhere in here. The west side of Tarr can be good for bear viewing, so it’s nice to hug that shore and give people something to watch closely as they dine.

Johns Hopkins Glacier: Lunch is usually over by the time the vessel reaches the entrance to Johns Hopkins Inlet. If ice conditions permit, the vessel can make it’s way up to Jaw Point for a distant view of Johns Hopkins Glacier. After June 30, the captain may choose to enter the inlet for a closer view, or may elect to make Johns Hopkins the primary tidewater glacier stop instead of Margerie.

Lamplugh Glacier: If ice makes viewing Johns Hopkins glacier impractical, the vessel can choose to linger in front of the Lamplugh Glacier. Though only tidewater at high tides, Lamplugh often offers a deeper blue ice front than is seen at Margerie or Johns Hopkins glaciers.

Reid Glacier: A few minutes south of Lamplugh Glacier, Reid Glacier looms on the starboard side of the vessel. Named after one of the park’s early glaciologists and site of some early mining activity, this tidewater glacier has several options for rich interpretation.

Unstructured time: Following Reid Glacier passengers have been aboard for about six hours and have seen many of the day's highlights. Interpreters use this time to chat informally with people or to lead Junior Ranger activities. Things are quiet, but large wildlife is often spotted – bears, whales, sea lions, etc.

Note: The highlights from Gloomy Knob to Reid Inlet can be done in reverse if necessary to avoid other vessels or if weather conditions dictate. However, prior to Gloomy Knob vessel would be expected to be traveling north on the eastside of the bay. Traveling south, the vessel would be expected to be on the west side of the bay by the eagles' nest at Geikie Inlet.

[Possible camper drop-off stop at Sundew Cove near Hugh Miller Inlet]

Eagle nest at Geikie Inlet: For the past few years there has been a productive eagle nest on the north entrance to Geikie Inlet. Located in a cottonwood tree close to the shore and low enough on the hillside that visitors can usually see any activity in the nest, offering a rare glimpse into the lives of these birds. This is a good time to stop the vessel and get everyone out on deck. Usually everyone can find the nest and observe any activity – even with the naked eye. The shoreline that stretches from the nest around the corner into Geikie to the first stream – Oystercatcher Creek – often affords additional views of eagles. The stream itself is an active salmon stream and often attracts a variety of birds and large mammals, esp. in the latter part of the summer.

Interglacial stumps in Whidbey Passage: With the eagle's nest as a wake-up, passengers usually refocus on the trip as it winds down. During the passage through Whidbey Passage, they once again have land relatively close on both sides of the vessel. On the west side of the passage near the end of Drake Island, passengers can readily see the “interglacial stumps” – remnants of ancient forests. Once covered by ice but newly revealed since the last advance, these stumps embody Glacier Bay's story of change and renewal.

Sitakaday Narrows: Exiting Whidbey Passage, the vessel once again enters Sitakaday Narrows and passengers are encouraged to be looking for wildlife – whales, otters, sea lions, harbor porpoise, and a great variety of birds. Often time, passengers are out on the protected areas of the deck taking in their last sights of the bay.

Approaching Bartlett Cove: This is time to wrap up the day, complete commentary, collect personal articles and stop for wildlife viewing if time allows.

**FUEL TRANSFER AND STORAGE FACILITY
OIL SPILL PREVENTION CONTROL
AND COUNTERMEASURE (SPCC) PLAN**

GLACIER BAY NATIONAL PARK AND PRESERVE

P.O. Box 140

GUSTAVUS, ALASKA

Prepared for

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

By

Michael Baker, Jr., Inc.
4601 Business Park Boulevard, Suite 42
Anchorage, Alaska 99503
(907) 273-1600

May 8, 2000

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SECTION 1 CERTIFICATION

A. MANAGEMENT APPROVAL

Full approval and implementation of this Spill Prevention Control and Countermeasure Plan (SPCC) is extended by management at a level with authority to commit the necessary resources.

Glacier Bay National Park

P.O. Box 140

Gustavus, Alaska 99836

Signature _____ Date _____

Name: Tomie Lee

Title: Superintendent

Telephone: 907-697-2232

B. CERTIFICATION

I hereby certify that I have examined the facility, and being familiar with the provisions of 40 CFR, part 112 attest that the SPCC plan has been prepared in accordance with good engineering practices. At the time of signing, the National Park Service (NPS) personnel at the Glacier Bay National Park and Preserve do not have the authority to commit the necessary resources as described in 40 CFR 112.7. Also note that this SPCC plan does not incorporate the changes made to the facility in 1999/2000 to construct a new fuel dock. This draft of the SPCC plan is being submitted for tertiary EPA review, and the NPS will resubmit when the authority on site to commit funds has been clarified within the NPS

Signature _____ Date _____

Name: Jalmer V. Alto

Registration No. CE 6741

State: Alaska

SECTION 2 PLAN REVIEW AND AMENDMENTS

A. PLAN REVIEW

The regulations require that the SPCC Plan be reviewed at least once every three years from the date that the SPCC Plan is implemented. Periodic plan reviews need not be conducted or signed by a Professional Engineer. A schedule for periodic review follows with completion dates indicated.

Due Date	Action	Completion Date	Signature
April, 1999	Rewritten to include new tank farm	April 30, 1999	_____
April, 2001	Review	_____	_____
April, 2004	Review	_____	_____
April, 2007	Review	_____	_____

B. AMENDMENTS

1. An SPCC Plan amendment will be necessary if the periodic plan review indicates there is more effective prevention and control technology that will:

- a. Significantly reduce the likelihood of a spill from the facility, and
- b. If such technology has been field proven at the time of the review.

If the above two conditions have occurred the SPCC Plan must be amended within six months of the review and implemented within six months of preparation.

2. Other than the periodic review process, there are two additional occasions when the SPCC Plan must be modified:

- a. When there is a change in design, construction, operation or maintenance that materially affects the facilities potential for the discharge of oil into the waters or adjoining shorelines.
- b. When the facility has an oil spill of 1,000 gallons or more into or upon waters of the U.S. or adjoining shores in a single spill event, or has had two discharges within a period of twelve months, each of which caused a sheen upon the waters of the United States or adjoining shorelines.

If the facility meets the requirements of facility modification, the SPCC Plan amendment will be completely and fully implemented within six months after the change occurred. Amending the SPCC Plan does not relieve the owner or operator of reviewing the plan every three years. The three-year review takes place as though the amendment never took place.

When there has been one or more spills (as stated above), the owner/operator of the facility will submit to EPA, within 60 days from the date of the spill, the information required in 40 CFR Section 112.4 (a)(1) - (a)(11), (7/1/89). This section of 40 CFR is provided in Section 17, part A III. Based on this information, a determination will be made by EPA, and an amendment may be required. Amendments required by EPA must be fully implemented within six months after the date the amendment becomes part of the SPCC Plan. (See 40 CFR Section 112.4 (e)). A Professional Engineer must certify all amendments.

SECTION 3 DESCRIPTION OF FACILITY

This Spill Prevention Control and Countermeasure Plan (SPCC) is for the petroleum transfer and storage facility located at Bartlett Cove in Glacier Bay National Park and Preserve. The SPCC supplements the park's Oil and Hazardous Substance Spill Prevention and Response Plan.

Bartlett Cove is located near the mouth of Glacier Bay at approximately 58°-27'-24" north latitude and 138°-53'-36" west longitude.

The facility at Bartlett Cove handles, stores and distributes petroleum products in the form of gasoline and no. 1 and no. 2 diesel oil. Commercially operated barges transfer fuel to the facility approximately every three weeks during the summer months and every other month during the winter. These barges generally contain approximately three-quarters of a million gallons of fuel. Product transfer is made from the tanker barge to on-shore storage tanks through piping under a 320 foot dock and both above grade and underground pipe on the shore to storage for final distribution. The fuel is stored in double-wall, underground fiberglass storage tanks with leak detection and the following capacities:

Gasoline	1 – 15,000 gallon tanks
	1 - 3,000 gallon overflow tank
Diesel Oil	5 – 20,000 gallon tanks
	1 - 3,000 gallon overflow tank

The facility has a total capacity of 18,000 gallons of gasoline and 103,000 gallons of diesel oil. The largest spill volume from a single source (worst case discharge) is 20,000 gallons of diesel oil from one of the diesel tanks.

Diesel and gasoline are dispensed to vessels at the fuel dock from three dispensers, one low volume gasoline dispenser, one low volume diesel dispenser, and one high volume diesel dispenser. The low volume dispensers operate at a nominal 10 gallons per minute (gpm) and the high volume dispenser operates at a nominal 37 gpm. The fuel is pumped to the fuel dock by transfer pumps located on the fuel pump module, which is located adjacent to the Utility Building (see Figure 3-1).

Diesel and gasoline are dispensed to vehicles and the fuel tanker truck at the fuel pump module from three dispensers, one low volume gasoline dispenser, one low volume diesel dispenser, and one high volume diesel dispenser. The low volume dispensers operate at a nominal 10 gallons per minute (gpm) and the high volume dispenser operates at a nominal 37 gpm. Transfer pumps located in the fuel pump module pump the fuel to the dispensers.

Other areas within Glacier Bay National Park and Preserve have heating fuel storage tanks that range in size from 275 gallons to 3,000 gallons. All the heating fuel storage tanks are aboveground tanks, and are filled by a fuel truck operated by the NPS. A complete list of all fuel storage tanks within the NPS Glacier Bay Facility is shown in Tables 3-1 and 3-2.

Table 3-1 New Tank Farm

TANK	PRODUCT	SIZE (Gallons)	AST	UST	CONTAINMENT TYPE	TIGHTNESS (Test Date)	RESPONSIBLE PARTY
TK01	Diesel overflow	3,000		X	Double-walled tank	New 1999	NPS
TK02	Gasoline overflow	3,000		X	Double-walled tank	New 1999	NPS
TK03	Gasoline	15,000		X	Double-walled tank	New 1999	NPS
TK04	Diesel	20,000		X	Double-walled tank	New 1999	NPS
TK05	Diesel	20,000		X	Double-walled tank	New 1999	NPS
TK06	Diesel	20,000		X	Double-walled tank	New 1999	NPS
TK07	Diesel	20,000		X	Double-walled tank	New 1999	NPS
TK08	Diesel	20,000		X	Double-walled tank	New 1999	NPS
TOTALS	8 Tanks	121,000	0	8			

Table 3-2 Above Ground Fuel Oil Tank Inventory

BLDG #	LOCATION	SIZE (Gallons)	AST	UST	CONTAINMENT TYPE	TIGHTNESS (Test Date)	RESPONSIBLE PARTY	AUDIBLE ALARM	Automatic flow restrictor/flow shutoff
GBA-6	Maint. Shop	1,100	X		Diked tank	new 11/95	NPS	No	Yes
GBA-8	Power Plant	3,000	X		Double-walled tank	11/95	NPS	Yes	No
GBA-10	Electric Shop	500	X		Double-walled tank	new 1998	NPS	Yes	Yes
GBA-12	Admin. Bldg.	1,500	X		Double-walled tank	new 1998	NPS	Yes	Yes
GBA-15	Water Plant	500	X		Double-walled tank	new 1998	NPS	Yes	Yes
GBA-31	Office	280	X		Double-walled tank	new 1998	NPS	Yes	Yes
GBA-78	Incinerator	1,100	X		Diked, housed	new 11/95	NPS	No	No
GBQ-3	Single Family Residence	550	X		Double-walled tank	New 1996	NPS	No	No
GBQ-4	Single Family Residence	500	X		Double-walled tank	new 1998	NPS	Yes	Yes
GBQ-5	Single Family Residence	500	X		Double-walled tank	new 1998	NPS	Yes	Yes
GBQ-9A & 9B	Duplex: Supt. & Chief Ranger	500 500	X X		Double-walled tank	new 1998	NPS	Yes	Yes
GBQ-75 76,77	Seasonal Housing	1,100	X		Diked, enclosed	new 05/94	NPS	Yes	No
GBQ-80	Single Family Residence	500	X		Double-walled tank	new 1998	NPS	Yes	Yes
9815- 82147	Trailer	275	X		None		NPS	No	No
9815- 11097	P.O. Trailer	275	X		None		NPS	No	No
GBL-71	Lodge Staff Dining/Housin g	2,000	X		Double-walled tank, enclosed	New 1990	GBL	No	No
GBL-16	Main Lodge	3,000	X		Double-walled tank	New 1999	GBL	Yes	Yes
	Utility #1	3,000	X		Double-walled tank	New 1999	GBL	Yes	Yes
	Utility #2	3,000	X		Double-walled tank	New 1999	GBL	Yes	Yes
	Utility #3	3,000	X		Double-walled tank	New 1999	GBL	Yes	Yes
TOTALS	21 Tanks	26,230	21	0					

Insert Figure 3-1 Site Plan for Heating Oil Tanks Here

SECTION 4 SPILL HISTORY

The largest recorded spill volume at this facility was 100 gallons of fuel spilled caused by the failure of an injector system on one of the facility generators. There was also a spill of an unknown quantity of diesel, due to a fuel line failure in the generator piping. Both of these spills are in an area of the facility that is not included in the MTR. In 1980 fuel inventory records indicated a loss of approximately 20,000 gallons. Testing in 1990, and 1998 by the NPS, Shannon and Wilson, Terrasat, and Ecology and Environment indicated an elevated level of hydrocarbons in the area of the old tank farm.

The most frequent spills have occurred at the Bartlett Cove Dock and have been generally related to the refueling of vessels. Based on the recorded spill history of this facility, (Section 5.1.1.7) there are, on average, four to five incidents a year involving small quantities (<5 gallons, with the majority of spills < 0.5 gallons) of fuel. There has also been the occasional equipment failure leading to spilled hydraulic oil, etc. These incidents have been limited to the spills of generally small quantities (<5 gallons).

In April 1989 a spill occurred while transferring fuel into the underground gasoline tanks. Approximately 75 gallons of unleaded fuel was spilled through the vent onto the ground when the tank was overfilled. To prevent this from happening again, the storage tank vents are routed through a 3,000-gallon overflow tank before venting to atmosphere. If the storage tanks are now overfilled, the overflow tank will catch the extra fuel. Both the fuel oil and gasoline storage tanks have an overflow tank to prevent spills through the vents.

Spills associated with the Bartlett Cove Dock and minor land spills are listed in the following table.

Table 4-1 Spill History

Location	Date	Time	Volume	Cause	Corrective Action
Bartlett Cove Dock	07/20/80	1530	Sheen	Unknown.	Notified USCG
Bartlett Cove Dock	08/14/82	730	Sheen - Diesel	Leak from fueling vessel	Notified vessel owner.
Bartlett Cove Dock	08/29/82	1915	Heavy Sheen - Diesel	Unknown.	Inspected piping and vessel last fueled. Notified USCG.
Bartlett Cove Dock	07/02/87	1030	10 to 20 Gallons Diesel	Unattended nozzle during fueling.	
Bartlett Cove Dock	08/02/87	1045	2-cups - gasoline	Unknown	Absorbents used to collect spill.
Bartlett Cove Dock	05/03/89	1500	Sheen	Pumping of bilge while fueling.	Vessel told to stop pump. Vessel hand applied dispersent (soap).
Bartlett Cove Dock	08/11/89	845	< 1 Gallon - Diesel	Leak in fuel hose.	Stopped fueling. Swept sheen with absorbent pads.
Bartlett Cove Dock	08/17/89	1900	Sheen	Fueling operation	Investigated.
Bartlett Cove Dock	05/23/90	1900	4 to 8-Gallons - Diesel	Leaking Fuel Filter on Fueling system.	Stopped fueling. Used absorbent boom (5 each 10" x 10') and absorbent pads (350) to clean up spill. Filter o-ring replaced.
Bartlett Cove Dock	05/27/90	1430	Sheen	Unknown.	Investigated.
Bartlett Cove Dock	06/14/90	1430	< 1 Gallon - Diesel	Overfilling 55-gallon Drum at dock. Fueling operation unattended.	Stopped Fueling. Swept area with absorbent pads.
Bartlett Cove Dock	08/03/90	1630	Sheen w/ brown mousse	Vessel bilge.	Investigated.

Location	Date	Time	Volume	Cause	Corrective Action
Bartlett Cove Dock	07/14/91	800	5 - 10 Gallons - Diesel	Improperly installed fuel return line on vessel.	Stopped fueling. Used absorbent boom and absorbent pads to clean up spill.
Bartlett Cove Dock	05/27/92	1310	Sheen	Unknown.	Investigated.
Bartlett Cove Dock	05/28/92	1900	1-quart Diesel	Overfilling due to unattended operation.	Stopped fueling. Used absorbent pads to collect spill.
Bartlett Cove Dock	05/29/92	735	Sheen	Vessel bilge.	Investigated.
Bartlett Cove Dock	05/29/92	2100	Sheen	Unknown.	Investigated.
Bartlett Cove Dock	12/24/92	1100	1-quart Diesel	Leak in 4' Diesel line.	Contained drips in a bucket. Repaired coupling.
Generator Building	04/13/93	1530	Unknown	Fuel line break during pressure testing	Line Repaired. Area secured until cleanup and disposal plan developed.
Bartlett Cove Dock	05/16/93	1800	2-quarts - Hydraulic Fluid	Hydraulic line rupture on vessel during pressure testing.	Vessel skipper applied dispesent (soap).
Bartlett Cove Dock	08/14/93	1400	1-cup motor oil	Used oil filters leaking oil into and out of dumpster.	Removed filters. Cleaned dumpster and dock.
Generator Building	12/30/93	1610	100 Gallons Diesel	Failure of generator injector system.	Repaired generator. Used absorbent pads to clean surface.
Bartlett Cove Road	03/13/94	900	5-gallons Hydraulic fluid	Hydraulic line severed on truck.	Absorbent pads and sausage boom used to contain snow/rain run off. Contaminated snow and soil place in a collection pit in land fill.
Bartlett Cove Dock	05/14/94	1700	1 to 7 gallons	Leak in Vessel fuel system.	Depressured fuel system. Used absorbent pads to clean spill.
Bartlett Cove Dock	07/10/94	1115	1-gallon diesel	Overfilling due to unattended operation.	
Bartlett Cove Admin Parking Lot.	09/20/94	1855	1-gallon diesel on land. 1-quart into cove.	Unknown vehicle.	Sausage boom and absorbents used to contain and recover fuel.
Bartlett Cove Dock	05/25/95	815	1 gallon -Diesel	Vessel bilge.	Pumping stopped. Cleaned bilge.
Bartlett Cove Dock	06/07/95	1700	2-quarts - Diesel	Vessel bilge.	Pumping stopped. Cleaned bilge.
Bartlett Cove Dock	06/13/95	2000	2 to 3 quarts diesel.	Defective shutoff valve on fuel dispenser.	Dispenser shut down. Dock and wated cleaned with absorbent pads. Faulty valve replaced.
Bartlett Cove Dock	06/17/95	1650	1 pint Diesel	Vessel bilge.	Stopped pump.
Bartlett Cove Dock	06/21/95	1630	1/2-cup diesel	Vessel fuel vent.	
Bartlett Cove Dock	06/22/95	950	Sheen	Unknown	Investigated.
Glacier Bay Lodge	08/14/95	1245	5-gallons - Diesel	Cap not tighten on bus fuel tank.	Absorbent pads used to clean ground.

Location	Date	Time	Volume	Cause	Corrective Action
Bartlett Cove Dock	09/08/95	910	Sheen	Dropped fuel nozzle.	Absorbent pad used to clean surface.
Bartlett Cove Dock	09/13/95	1330	Sheen	Residual fuel in nozzle	Sausage boom and absorbents used to contain and recover fuel.
Bartlett Cove Dock	06/11/96	1100	1/2 cup - diesel	Overfill of vessel	Absorbent pads and dispersent (soap)
Bartlett Cove Dock	06/18/96	955	1/2 cup - diesel	Vessel generator	
Bartlett Cove Dock	06/18/96	1100	teaspoon - diesel	Vessel fuel vent.	Owner used dispersent (soap)
Bartlett Cove Dock	06/28/96	1645	1/2 cup - diesel	Vessel fuel vent.	Owner used dispersent (soap)
Bartlett Cove Dock	07/19/97	1715	1 to 4 cups - gasoline	Vessel fuel system	Absorbents used to collect spill.
Bartlett Cove Dock	07/30/97	1100	sheen	Unknown	Absorbents used to collect spill.
Bartlett Cove Dock	07/31/97	1100	1 to 2 cups - diesel	Repair to vessel fuel line.	Absorbents used to collect spill.
Bartlett Cove Dock	08/13/97	1820	1 to 2 gallons - diesel	Faulty valve on fuel dispenser.	Absorbents used to collect spill.
Bartlett Cove Dock	10/13/98	1600	1-quart Diesel	unknown	Investigated.

SECTION 5 SPILL POTENTIAL

Product leaks and spills generally occur for one of three reasons:

- Human negligence and error.
- Equipment failure.
- Preventable and unpreventable transfer accidents.

The facility at Glacier Bay has potential for spills in five separate areas of operation:

- Product transfers from the marine barge.
- Pipe lines from the dock facility to the storage tanks.
- Underground storage tanks.
- Dispensing of fuel on dock or on shore to vehicles or vessels.
- Pipeline from the storage tanks to the dispensers.

This plan and the Facility Response Plan discuss measures to be taken to prevent, contain, and clean-up discharges of fuel to the environment.

The largest spill volume from a single source (worst case discharge) is 3,000 gallons of diesel oil.

SECTION 6 UNDERGROUND STORAGE TANKS

Referencing 40 CFR 112.7(e)(2)(ii, iii(A-D)): (ii) The secondary containment for the underground bulk tanks is integral to the tank structure. These tanks are designed as a “tank within a tank”, the impermeable outer shell acting as the containment system for the inner tank. There is no possibility of rainwater or runoff water entering the space between the inner and outer shells. Both shells are manufactured with fiberglass. (iii)(A) There is only one penetration into the space between the inner and outer tank shells for an interstitial sensor. This sensor will alarm (audio and visual) if there is fluid in the interstitial space (the sensor is placed at the bottom of the space). (iii)(B) There is no rainwater drainage from the space between the tank shells. (iii)(C) There is no bypass valve. (iii)(D) There are no drainage events, so no records will be maintained for drainage events.

Referencing 40 CFR 112.7(e)(2)(iv): There are no buried metallic bulk tanks at this facility. All of the buried bulk fuel tanks at this facility are manufactured of fiberglass.

The underground storage tanks at the fuel tank farm are double walled fiberglass tanks with integral leak detection sensors located within the interstitial space between the two tank walls. All penetrations into the inner tank are contained within a 48-inch diameter fiberglass riser containment structure. Tanks have been installed in accordance with manufacturer's recommendations. The leak detection probes are connected to a panel located within the control building adjacent to the fuel pump module. A leak into any tank's interstitial space will trigger both an audible alarm and alarm light on the pump module. The Veeder-Root leak detection monitoring panel will indicate which tank has triggered an alarm.

Referencing 40 CFR 112.7(e)(2)(v): There are no partially buried metallic tanks at the Glacier Bay Facility.

Referencing 40 CFR 112.7(e)(2)(vi): A complete list of all heating oil tanks at the Glacier Bay NPS facility are shown in Table 3-2. These tanks will be inspected as stated in the Facility Response Plan required by 40 CFR 112.20. A sample above grade Tank Inspection Checklist has been provided in Section 20. All completed forms, and logs will be maintained in the Facility Response Plan.

Referencing 40 CFR 112.7(e)(2)(vii): There are no internal steam coils in any of the tanks at this facility.

Referencing 40 CFR 112.7(e)(2)(viii): All of the underground bulk fuel storage tanks have been engineered in accordance with Alaska State Regulation 18 AAC 78 *Underground Storage Tanks*. The tanks and fuel piping were installed by a Tank Installer certified under Alaska State Regulation 18 AAC 78.

Referencing 40 CFR 112.7(e)(2)(viii)(A-E): (A) Overfill protection for the tanks is provided by three separate systems. Each tank is equipped with an inventory probe that will trigger an audio and visual alarm through the Veeder-Root monitoring panel at both the 90% and 95% fill level for each tank. Each bulk fuel storage tank is also fitted with a mechanical level dial gauge that indicates the fluid level in the tanks. The third overfill protection system for the bulk fuel storage tanks are two 3000-gallon overflow tanks located within the tank farm, one diesel and one gasoline. Should any bulk fuel storage tank be overfilled during the filling process, the fuel will flow into the vent/overflow piping and into the overflow tank. At normal filling rates, this allows approximately five minutes for the operating personnel to shut valves and stop the filling process. Filling procedures for the bulk fuel storage tanks require that the tanks not be filled beyond the 90% full level. Overflow tanks are normally empty and would be emptied within 24 hours following an overfilling event. (B) The pumps that fill the tanks are located on the fuel barge and there is no automatic pump shutoff device. (C) The pump shutdown is communicated by radio from NPS personnel at the fuel facility, and the barge personnel at the barge. (D) The Veeder Root inventory probes and controller can be considered “fast” response system to detect the oil level in each of the storage tanks. The Hersey clock level gauges also give a fast response to the tank fluid level. (E) Regular testing of the liquid level gauges/transmitters in the bulk fuel storage tanks is based on the tertiary system of comparing hand gauging, Hersey clock gauge, and Veeder-Root inventory probe fluid levels.

Fuel tanks shall be subjected to monthly inventory control as required by EPA regulations. The EPA publication, "Musts for USTs," in Section 17, part B lists acceptable monthly monitoring methods. Adequate records of all deliveries and dispensements will be kept in an updated order to assist in the detection of product loss.

All underground fuel piping associated with the fuel tank farm is double-walled fiberglass pipe with integral interstitial space leak detection. Any leak from the inner piping into the external pipe will trigger an audible and visual alarm from the Veeder-Root control panel at the pump module. All aboveground piping will be monitored visually on a monthly basis and all leaks will be promptly repaired.

SECTION 7 SPILL PREVENTION — ABOVEGROUND

Dispensing areas are used to transfer fuel and due to their frequent use are susceptible to spills. Since most spills are caused by human error, the following preventive measures will be adhered to:

1. All controls for pumps will be locked individually, locked within a cabinet, or behind a locked door to prevent the pumps from being turned on by unauthorized persons.
2. All fuel dispensers are controlled by a key card system. Fuel can only be dispensed through proper use of this system with an authorized key card.
3. Instructions posted at the dispensers will specify that all persons dispensing fuel must stay in attendance during the entire fueling operation.

Accidents can still occur in spite of these controls, therefore, containment booms are provided at the fuel dock to contain spills that may occur onto the water at this location. Storage compartments are provided on the dock for quick deployment of the boom. Table 7-1 indicates spill containment and retrieval equipment and materials that are available at the facility. Figure 7-1 indicates the location of the equipment shown in Table 7-1.

All above ground fuel piping and tanks will be inspected a minimum of once per month to detect leaks. Any leak detected will be immediately repaired or the piping, tank drained and taken out of service until a repair or replacement can be made. As part of the preventive maintenance program established by the NPS, all of the above grade fuel piping for the Fuel Facility will be visually inspected on a monthly basis. As part of their duties, all of the NPS and Concessionaire personnel will be responsible for checking for possible a fuel leak. The sample inspection forms can be viewed in Section 2. The completed forms, and record will be maintained in the Facility Response Plan.

Referencing 40 CFR (e)(2)(x): All oil leaks from any tanks or piping will be promptly corrected.

Because the installation of structures and equipment is practicable at this facility, and the equipment required under 40 CFR 112.7(C) is shown below, the requirements of 40 CFR (d)(1) (a strong oil spill contingency plan following 40 CFR 109) is not required. In addition, this facility has established a Facility Response Plan as required by 40 CFR 112.20 and 33 CFR 154 Subpart F.

BARLETT COVE SPILL RESPONSE EQUIPMENT LIST & LOCATION
TABLE 7-1

March 1999

Location	Item Description	Amount	Time	Operations Status
Boat Dock	Deflection Boom, 34" yellow with slide & pin connectors	1,800' (enough to encircle dock)	<1 hour	Ready
Fuel Storage Bldg by Tank Farm	Mini Boom, SS-500, 4 booms/bale, 5" dia by 10'	3 bales (120')	<1 hour	Ready
Fuel Storage Bldg by Tank Farm	Sorbent Matt, SS-150	2 bales	<1 hour	Ready
Fuel Storage Bldg by Tank Farm	Sorbent Pads, 17" by 19" sheets, 3M, 100 sheets/bale	14 bales	<1 hour	Ready
Fuel Storage Bldg by Tank Farm	Type 270 Boom	4 booms 10' x 8" (40')	<1 hour	Ready

Location	Item Description	Amount	Time	Operations Status
Fuel Barge "Petrel" @ Bartlett Cove	Deflection Boom, 34" yellow with slide & pin connectors	3 segments	1 hour	Ready
At Blue Moose Cove October to May	Mini Boom, SS-500, 5" dia. by 10'	4 booms (40')	1 hour	Ready
At Blue Moose Cove May to October	Sorbent Pads, 17" by 19", 100 sheets/ bale	½ bale	1 hour	Ready
At Blue Moose Cove May to October	Diesel America 3" Trash Pump, Model 3S5 with end hose lengths 25', 30' & 47' (300gpm)	1 each	1 hour	Ready
At Blue Moose Cove May to October	Floating Hale Pump with hose for fire	1 each	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Mini Boom, SS-500, 5" dia. 10', 4 booms/bale	5 bales plus 3 slightly used booms (200' + 30')	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Power Sorbent booms, 3M Type 270 with string ties and loop connectors, 4 booms/ bale, 1(800)243-4630 I.D.# 98-0711-0633-4 (there are 2 bags with 3 booms each of similar white sorbent material) 8" x 10'	11 bales (440') 6 booms (60')	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Sorbent matting: Type 212 matt: Type 222 matt (16"W): Type SS150 matt (36"x 150' x 3/8"):	13 rolls total 6 rolls 1 roll 6 rolls	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Sorbent Sweep, 21" by 100', T126, ID# 98-0711-0196-2	10 Bags	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Sorbent Pads, 17" by 19", 3M type 151, 200 sheets/bale, ID# 98-0711-0197-0	26 Bales	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Black Rubber Bladder, 1140 gallon with 4" plastic pipe thread, Eldred Environmental & Export Co., Ltd. (309)787-3640	1 each	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Mustang Suits (PFD)	4 each	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Flame resistant coveralls	1 box	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Rubber boots	14 pair	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Tyvek Tops	23 each	1 hour	Ready

Location	Item Description	Amount	Time	Operations Status
Connex Box @ Power Plant# USA 2210	Tyvek Pants	27 each	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Goggles	1 pair	1 hour	Ready
Connex Box @ Power Plant# USA 2210	Gloves	12 pair	1 hour	Ready
Power Plant Cold Storage Room	Sorbent Pads, 16.5" by 20", New Pig, 200 pads/bale	16 bales	1 hour	Ready
Power Plant Cold Storage Room	Diesel America 3" Trash Pump, Model 3S5 with end hose lengths 25', 30' & 47' (300 gpm)	2 each	1 hour	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Overpack drums (steel), 85 gallon, removable top, model 1AZ DOT Speck.	6 each	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Overpack Drum Liners, 4 mil, 50 bags/box	1 box	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Kepher 8" x 12" Seacurtain boom (model BHD 81208RF) ASTM Connections	1000 ft.	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Tow Bridles for Kepner Seacurtain boom (ASTM)	2 each	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Boom Connector Adaptors, Universal	2 each	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Danforth Anchors, 22 lb w/ 10' x 3/8" Galv. Chain, connectors, and snap hooks.	12 each	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Tow lines 5/8" x 100', w/ stainless steel Thimble and snap hooks.	2 each	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Anchor ropes, 1/2" x 100' w/ss thimbles and snap hook	33 each	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	A-1, cane buoys, w/ 3/8 x 10' nylon line and ss snap hook	12 each	2 hours	Ready

Location	Item Description	Amount	Time	Operations Status
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	3/8 " 3-strand braided nylon line 600'/spool	1 spool	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Sorbent Pad Hand Wringer	1 each	2 hour	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Sorbent Pad, 18" x 18"	40 Bundles	2 hour	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Sorbent boom, 5" x 10'	25 Bundles (250')	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Sorbent Sweeps, 18" x 20"	15 Bundles	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Lift bags 35" x 35" x 35" (model 2000) w/ galv. Snap hooks	2 each	2 hours	Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Lift Bag Poly liners, 4 mil (72" x 132")	4 each		Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Cargo Strap, Ratchet Assembly (2" x 12')	5 each		Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Cargo Strap, Ratchet Assembly (2" x 16')	4 each		Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	American Padlock w/keys	1 each		Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Concrete piers	4 each		Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	Tool Box w/ assorted tools	1 each		Ready
Connex @ Park Landfill #66339 5 07 State Tag # 10066339	3/8 " 3-strand braided nylon line 600'/spool	1 spool	2 hours	Ready

Location	Item Description	Amount	Time	Operations Status
Fire Cache @ Headquarters Area	Diesel America 3" Trash Pump, Model 3S5 with end hose lengths 25', 30' & 47' (300gpm)	1 each	1 hour	Ready
Trailer at Park Landfill	Deflection Boom, yellow 34" with slider and pin connectors, made by: Containment Systems 605 Townsend Road Cocoa, FL 32926 1(800)282-4584	11 sections in black nylon bags (750')	1 hour	Ready
Park Landfill	Deflection Boom, 24" yellow (old and torn)	About 800'	2 hours	Ready
Containment pad adjacent to fuel tank farm	2,000 gallon tanker truck	1 each	15 min	Ready
Boat Dock, April to May	15.5' Boston Whaler Boat	1 each	30 min	Ready
Park Maintenance Shop	Front End Loader Caterpillar IT-18	1 each	30 min	Ready

Insert Figure 7-1 Equipment Location Here

SECTION 8 SPILL PREVENTION — UNDERGROUND

Corrosion is one of the main causes of leaks from underground storage tanks and piping. This problem has been addressed at this facility by installing double-walled fiberglass tanks and piping for all underground storage or transport of fuel. Fiberglass is completely resistant to corrosion from external sources and is fully compatible with the fuels that will be stored at this facility.

The double-walled configuration of the tanks and piping coupled with integral interstitial leak detection provides a high level of protection from leaks resulting from cracks, joint failure, or other structural problems. Should a leak occur in the inner tank or pipe wall, the fluid would be contained in the outer or secondary tank or pipe wall, and an alarm would be triggered through the Veeder-Root monitoring panel. Any tank or piping with a crack or other structural problem would be immediately taken out of service, and repaired or replaced.

SECTION 9 FACILITY DRAINAGE

Surface runoff from the oil storage facility area will flow as shown on Figure 9-1. The grading of the Fuel Facility site was established to direct runoff water in the direction of the beach. Surface runoff from the tank farm area is directed towards a catch basin, then into a culvert to cross the approach road. In the case of a major spill, in the tank farm area, product that was flowing over the ground could be trapped at the catch basin by using boom, and absorbent pads. As a precautionary measure, the out fall of the culvert could be protected by more boom and absorbent pad. It should be noted that the native material in the tank farm area is sand and silty sand, so there would not be large quantities of product flowing over the ground surface. The larger portion of a major spill would percolate directly into the existing soil. Subsurface flow from the facility is toward Bartlett Cove. The speed of the flow is unpredictable due to the variable nature of the unconsolidated underlying moraineal material.

Because of the large amounts of precipitation received at Glacier Bay throughout the year, the construction of man-made dikes for containment around the storage facility area is impractical. Referencing 40 CFR 112.7(e)(1)(i-v): (i) There are no diked storage areas at the main fuel facility and therefore (ii) there are no valves to control water flow from diked areas. (iii) There are no catchment basins. (iv) The system has been properly designed. (v) There are no mechanical pumps for the drainage system.

Referencing 40 CFR (e)(2)(ix): The facility does not discharge directly into navigable waters. The NPS does have an oily water separator at this facility. The inlet and discharge of the oily water separator have valves that can be closed in the case of a rupture of spill from the NPS fuel truck. The oily water separator was manufactured to contain the maximum capacity of fuel spilled from the fuel truck. The discharge of the oily water separator is a gentle hill covered with grasses, tress, and other natural vegetation.

Referencing 40 CFR (e)(2)(xi): There are no mobile or portable oil storage tanks at the facility. However the NPS does have a 2000-gallon fuel truck that is used to fill the heating oil tanks at the facility. This vehicle does not fill marine vessels. At the onshore vehicle fueling area, a reinforced concrete containment pad with a six-inch curb is provided to contain any minor or major spills during spills. The containment pad contains a center drain that is piped to an oily water separator. The oily water separator is designed to produce an effluent with no more than 15 ppm hydrocarbon content. A separate containment pad, also piped to the oily water separator is provided as a parking area for the Park Service fuel truck.

Figure 9-1 Glacier Bay Spill Response Site Drainage

SECTION 10 FACILITY TRANSFER AND PUMPING OPERATIONS

All transfer operations (loading and unloading) will meet the requirements of the Department of Transportation and United States Coast Guard (USCG).

Product transfer is made from tanker barge to on-shore storage tanks through two 4-inch diameter schedule 40 steel pipelines aboveground and double-walled fiberglass pipes with integral leak detection below ground. Each line has a main valve located at the tanker barge connection point, a quarter turn shutoff valve below the dock at the pier/dock connection, and a main valve located at each storage tank. Check valves for each product line are located at the dock terminus near the tanker barge connection point.

Dispensers for gasoline and diesel fuel are located on the fuel dock and adjacent to the pump module near the Utility Building. When the pump module is activated by either of the card readers, fuel may be transferred to marine vessels at the fuel dock and to vehicles at the pump module.

The facility is operational year-round with major usage of fuel occurring in the summer visitation period of May to September. Glacier Bay Lodge, Inc. during the summer months sells fuel to the public and commercial interests from the dock facilities. The NPS operates the shore facility year-round. Fuel consumption includes vessels, vehicles, primary power generators, and furnaces for heat. The amount of fuel dispensed monthly from the storage facility is as follows:

Summer	Gasoline	9,000 - 10,000 gallons/month
	Fuel Oil	35,000 - 40,000 gallons/month
Winter	Gasoline	400 - 600 gallons/month
	Fuel Oil	6,000 - 7,500 gallons/month

Fuel oil is delivered by barge approximately ten times per year. NPS personnel receive bulk petroleum products. Three Park Service employees along with tanker personnel are required for each transfer operation. Before the transfer of product is started, a NPS personnel will perform an inspection of the facility, equipment, fire control, and oil containment supplies.

Prior to the transfer operations, a meeting is held between NPS personnel and the tanker personnel to discuss transfer procedures and to sign the Declaration of Inspection. During the transfer operation, two-way radio communication is maintained between tanker and shore personnel watching the tank gauges.

Emergency shutdown procedures have been established and are rehearsed before each barge delivery.

All fuel is dispensed from the storage tanks through fuel dispensers. Control of fuel flow is located at the dispensers providing full and continuous control of transfer operations. Filling operations for land vehicles takes anywhere from a few minutes to 45 minutes. Filling operations for marine vessels takes anywhere from a few minutes to several hours depending on the size of the vessel. The importance of attendance while filling vessels shall be impressed upon all fuel operators.

Referencing 40 CFR (e)(3)(i): All of the buried fuel pipelines at this facility are double walled fiberglass pipe. This pipe was installed new during the summer of 1999.

Referencing 40 CFR (e)(3)(ii): The pipeline terminal connections at the dock and at the facility are marked as to origin, and are always in service.

Referencing 40 CFR (e)(3)(iii): The pipe supports for the above ground pipe have been properly engineered to minimize abrasion and corrosion, and do allow for thermal expansion and contraction. See the Facility Drawings Appendix of the Operations Manual in Section 17.

Referencing 40 CFR (e)(3)(iv): As part of the preventive maintenance program established by the NPS, all of the above grade fuel piping and valves for the Fuel Facility will be visually inspected on a monthly basis. As part of their duties, all of the NPS and Concessionaire personnel will be responsible for

checking for any fuel leaks. In accordance with 33 CFR 154.170 the fuel piping will be fluid pressure tested on an annual basis.

Referencing 40 CFR (e)(3)(v): There is no vehicular access to the above grade fuel piping at this facility.

SECTION 11 FACILITY TANK TRUCK LOADING

The NPS has a 2000-gallon fuel truck used to deliver heating fuel to the above ground tanks in the Bartlett Cove area.

Referencing 40 CFR Part 112.7 (e)(4)(i): All of the tank truck loading/unloading procedures meet the minimum requirements of the Department of Transportation.

Referencing 40 CFR Part 112.7 (e)(4)(ii): The fuel truck is filled while parked on a fueling pad. This concrete pad has a six-inch high concrete containment wall on all sides. The pad is sloped towards the center with a drain that is piped into an oil water separator through a fiberglass catch basin. The fiberglass catch basin has valves for each of the lines leading into the catch basin. There is a secondary parking pad of similar construction and design for parking the tank truck while it is not in use. This parking pad is also piped into the fiberglass catch basin. The catch basin is piped into the oily water separator described in Section 9.

Referencing 40 CFR Part 112.7 (e)(3)(iii): The fuel truck is equipped with safety fueling features which do not allow the valves on the truck to be operated without setting the parking brakes.

Referencing 40 CFR Part 112.7 (e)(3)(iv): Prior to filling and departure of the truck, the lower most drains on the tank truck will be inspected for leakage.

SECTION 12 INSPECTIONS AND RECORDS

As part of the preventive maintenance program established by the NPS, all of the above grade fuel piping and valves for the Fuel Facility will be visually inspected on a monthly basis. As part of their duties, all of the NPS and Concessionaire personnel will be responsible for checking for possible a fuel leak. In accordance with 33 CFR 154.170 the fuel piping will be fluid pressure tested on an annual basis.

For the below grade tanks at the Fuel Facility, the riser covers will be opened on a monthly basis (as a minimum), and before each fuel transfer from a barge to inspect the tank connections and piping for leaks. Any leaking fittings shall be repaired immediately, fuel will not be transferred to or from the tank with the leaking fittings. The Tank Inspection Checklist (Section 21) will be filled out for each tank at the time of inspection. The inspection will be logged in the Tank Inspection Log form (Section 21).

For the above grade heating fuel tanks located around the Park areas, a visual inspection of the tank will be performed before and after the tank is filled. This will be recorded on the Tank Inspection Checklist, and logged on the Tank Inspection Log. At the same time, a visual inspection of the secondary containment will be performed and recorded on the Secondary Containment Checklist (Section 21), and logged on the Secondary Containment Log form (Section 21).

All USCG and EPA inspection records will be maintained in this section of the SPCC plan. As well as the hydrotest records for the piping and any other testing records for the facility.

The appropriate supervisor or inspector will sign inspections and records required in previous sections of the SPCC Plan. These shall be included in the Plan and will be maintained for a period of three years.

SECTION 13 SECURITY

The tank farm is fenced and locked around its perimeter. All master flow and drain valves are locked when the facility is unattended. The pumps and dispensers are locked to prevent unauthorized use. Barge loading and unloading connections are equipped with check valves and capped to prevent flow out of the tanks when not in use. The barge loading and unloading connections are within a 112-gallon containment structure, which is locked when not in use.

The storage area is locked and illuminated sufficiently so that routine security patrols could detect an oil spill or acts of vandalism, if such occurred.

SECTION 14 PERSONNEL TRAINING

All personnel will be instructed and rehearsed in the following spill prevention and countermeasure procedures.

1. No tanks or compartments are to be filled without prior checking of reserves.
2. No pump operations are to occur unless pump is attended continuously.
3. Warning signs will be displayed to check for line disconnection before vehicle departures.
4. Instruction sessions will be held on oil spill prevention, containment, and retrieval methods, and a 'dry-run' drill for a spill incident will be conducted yearly. A record will be kept to document the training including a list of all attendants and a brief description of what was covered.
5. Instructions and phone numbers will be published and posted at the office to report a spill to EPA, USCG, the State of Alaska, and local agencies.
6. Instructions and regulations will be posted conspicuously relating to oil spill prevention and countermeasure procedure.
7. Prevention briefings to assure adequate understanding of the SPCC Plan and Operations Manual for the facility will be scheduled and conducted on periodic intervals (minimum-quarterly). A record will be kept to document the briefings including a list of all attendants and a brief description of what was covered.
8. All operating personnel will receive operating procedure training at least yearly. Training shall be documented and a list of current personnel retained in a file. No person who is not current in training shall operate any component of the system.

Glacier Bay National Park and Preserve is a year-around operation with two-thirds of the fuel transfers taking place in the months of April through September. More than half of the park's staff is seasonal and work April through mid-October.

Initial training shall consist of 40 hours of Hazardous Materials training for supervisors and 24 hours for workers involved with fuel transfers and cleanup. Three hours of hands-on equipment training (excluding fire truck training) and a three-hour exercise in boom deployment will be included in the initial training.

An annual 8-hour refresher will be attended by all NPS response personnel. The refresher will include six hours of classroom covering response procedures and mitigation/remediation methods and requirements. Training will include OSHA standards for emergency response personnel (29 CFR, 1910.120). Situation simulations will comprise two hours of training with student participation and interaction in determining most effective response strategies. Two hours of instruction and equipment familiarization training will be conducted each year during which equipment shall be inspected, handled, explained, and use/deployment discussed.

The Hazardous Spill Response Team will plan and coordinate all training. The training will be recorded by filling out a Case Incident Report Form. The report will be entered into the National Database System for Case Incident Report System (CIRS). One copy will be placed in an appendix of the plan. Training will be documented and records maintained for a period of three years. Documentation of training will be kept in personnel folders for a minimum of three years.

Volunteers with the local Gustavus Emergency Response Group (GER) and Gustavus Dray will be invited to participate in training exercises. Volunteers will also need to have Hazwoper training. Many employees with Gustavus Dray and GER have the 40-hour Hazwoper training. The NPS will invite these individuals to attend the annual 8-hour Hazwoper refresher course offered at park headquarters each spring.

Drills will be conducted periodically and shall be unannounced. A drill will be conducted once each operating season in boom deployment and petroleum recovery. Supervisors and other designated response personnel will participate in deploying the boom. Tabletop spill management drills will be conducted annually among the qualified individuals of park management and key staff. A drill that

exercises the plan including deployment of equipment and crews, and mock notification of listed entities will be conducted a minimum of once every year. Employees with Gustavus Dray participate in NPS boom deployment exercises every year, in part because they use the same boom for an incident at their facility. NPS staff will participate in USCG drill exercises and exercises in the Gustavus area when the opportunities occur.

Records of drills will be maintained a minimum of three years at Park headquarters.

SECTION 15 NOTIFICATION ROSTER

The following notifications shall be made immediately upon discovery of a fuel spill from the Bartlett Cove Fuel Transfer and Storage Facility:

- Call a member of the park's HSRT. The names and numbers of these individuals shall be posted at prominent locations throughout Bartlett Cove.
- Radio communication to park headquarters is available via Single Side Band, 3277 kHz and marine VHF, channel 16. Call KWM-20 Bartlett Cove on channel 16.

Hazardous Spill Response Team

Forrest Weldon, General Equipment Foreman

Work Phone (907)697-2689
Home Phone (907)697-2805
Radio Call 601

Rick Perkins, Park Ranger

Work Phone (907)697-2632
Home Phone (907)697-3037
Radio Call 211

Lewis Sharman, Coastal Ecologist

Work Phone (907)697-2623
Home Phone (907)697-2304
Radio Call 31

Eileen Harpell, Administrative Officer

Work Phone (907)697-2617
Home Phone (907)697-2389
Radio Call 110

- The HSRT member notified shall immediately notify members of the Park Responder Team to deploy initial containment. This list shall be updated yearly with seasonal personnel and their qualifications. This list is maintained by the HSRT and each team member shall have a copy.
- Contact the Qualified Individual (QI) or Alternate QI for the Facility Response Plan:

Forrest Weldon, General Equipment Foreman (QI)

Office Phone (907)697-2230
Home Phone (907)697-2805
Radio Call 601

Rick Perkins, Park Ranger (Alternate QI)

Office Phone (907)697-2230
Home Phone (907)697-3037
Radio Call 211

- A member of the HSRT, or designated person, shall make the following notifications:

National Response Center
USCG
State of Alaska
NPS

- The Regional Spill Coordinator shall notify the NPS Washington Response Coordinator when appropriate.

Ernest K. Ralston, P.G.

DOI-NPS Environmental Response, Planning and Assessment Unit
Oil and Hazmat Emergency Response Coordinator
1849 C Street, N.W., Room 1210-MIB
Washington, DC 20240

Direct Telephone: (202)273-3431
Facsimile: (202)208-4260
Emergency 24-hour: (888)614-0672
Cell Phone: (703)505-0275

- Call National Response Center:

Spill reporting (800)424-8802

- Call National Park Service, Alaska System Support Office:

Regional Spill Coordinator (907)257-2648

After hours at: (907)345-4550

- Call United States Coast Guard:

Operations Center: (907)463-2000, open 24 hours, 7 days a week

Marine Safety Office (907)463-2450

Commanding Officer
Marine Safety Office
2760 Sherwood Lane, Suite 2A
Juneau, Alaska 99801

- Call State of Alaska:

Department of Environmental Conservation

(907)465-5340 in Juneau

(907)723-8966 in Juneau after hours

(800)478-9300 alternate after hours contact

- Additional Emergency Numbers:

State Fire Marshall (907)269-5491

State Troopers (Juneau) (907)465-4000

Water Supply Operator (907)697-2630

Weather Report (907)790-6850

Bartlett Regional Hospital (907)586-2611

Local Response Team (NPS) (907)697-2230

NPS Fire Coordinator

Chuck Young (907)697-2230

LEPC N/A

SECTION 16 CONTAINMENT AND CLEANUP TECHNIQUES

Containment and countermeasures are defensive responses to be initiated as soon as possible after discovery and notification of a spill. Due to the unique nature of each discharge, the method of containment and cleanup is left to the discretion of the on-site coordinator. Depending on the circumstances, these may include the placing of physical barriers to control the spread of the spillage, the placement of booms to protect onshore areas, and the use of sorbents or other materials to mitigate the effects of a spill.

Containment of the pollutants is the first major activity in a pollution control situation. The ability to confine a spill in the area immediately adjacent to the source at the earliest possible moment is of great importance.

Source control of the spill should begin simultaneously with the containment operation. Source control is as important as containment. The origin of the material being discharged should be determined and additional quantities prevented from spilling. While each case must be considered individually, some examples of source control are: closing valves to stop the flow of oil from a ruptured pipeline, pumping out a storage tank to prevent further discharge, or erecting earthen dikes to prevent a discharge occurring on shore from entering the water.

There are several containment techniques available. The first to be considered is the pre-existing barriers that may sometimes be used for this purpose, such as dams, ships, dikes, and breakwaters. It may be possible to use a channel or streambed as a containment area by damming it at some point. Not many locations can be protected this easily and it is generally necessary to resort to artificial barriers which may consist of logs, inflated fire hoses, and other makeshift devices or specially designed floating booms.

A more effective barrier is a floating plastic or absorbent boom especially designed for the purpose of containing floating material on the surface of the water. This type of equipment is light in weight and easily handled. It is flexible enough to conform to wave and current shapes making it useable in moderate weather conditions.

When manufactured boom is not available, improvised barriers may be constructed. Straw boom can be built by tying together bales of straw. The downstream sides of the bales should be covered with polyethylene to prevent oil seepage. Sorbents or straw can be spread along the upstream side of the barrier to enhance the boom effectiveness. A filter fence can be constructed of wire fencing with straw spread across the full width of the structure.

Accessibility is probably the most important requirement for the selection of deployment and sequential recovery locations. The first boom or containment device should be deployed as near as possible to the source to minimize possible environmental damage. Additional boom should be located at distant stages starting from the most distant edge of the pollution.

The removal of the pollutant from the water, the restoration of the environment to its pre-spill condition, and the disposal of materials recovered in clean-up are the primary responsibility of the polluter. Removal of the pollutant must proceed as rapidly as circumstances permit since containment measures may not fully contain the spill or they may fail altogether.

For spills of oil the primary method of recovery should be mechanical removal to a storage container for recycling. Sorbent materials should only be used on a limited basis for small spills and final clean-up of large ones. It is not desirable to take spilled material from one part of the environment (water) and purposely place it in another (soil, ground water, etc.).

Proper disposal may be one of the last steps in the spill response. Methods of disposal should all center on the idea of returning the pollutant to stable surroundings. Any contaminant carelessly disposed of may eventually find its way to nearby ground or surface water. Pollutants and contaminated materials recovered in cleanup operations will be disposed of in an environmentally safe manner conforming to state and federal requirements.

It is important to detect, locate, and eliminate underground contamination. Petroleum products in the soil can reach ground water sources. Small contaminated areas should be excavated and the soil placed in overpack drums for shipment to hazardous waste facilities. Larger contamination will require spill specific planning that may include monitoring wells and bioremediation.

The on-site storage of spill containment and retrieval materials and equipment are available at the Fuel Transfer Facility, Bartlett Cove are listed in Section 7.

SECTION 17 ENVIRONMENTAL PROTECTION REGULATIONS

A. Code of Federal Regulations: CFR Title 40 - Protection of the Environment

- I. Part 109 - Criteria for State, Local, and Regional Oil Removal Contingency Plans
- II. Part 110 - Discharge of Oil
- III. Part 112 - Oil Pollution Prevention: Non-transportation Related Onshore and Offshore Facilities.
- IV. Part 114 - Civil Penalties for Violation of Oil Pollution Prevention Regulations: Non-transportation Related Onshore and Offshore Facilities.

B. Environmental Protection Agency Publication

- II. Musts for USTs (Underground Storage Tanks)
- III. OH NO! Petroleum Leaks and Spills: What Do You Do?

SECTION 18 USCG REGULATIONS

- A. Code of Federal Regulations: CFR Title 33 - Navigation and Navigable Waters
 - I. Part 153 - Control of Pollution By Oil and Hazardous Substances, Discharge Removal
 - II. Part 154 - Oil Pollution Prevention Regulations for Marine Oil Transfer Facilities
 - III. Part 156 - Oil and Hazardous Material Transfer Operations

SECTION 19 UNDERGROUND STORAGE TANK INVENTORY

Underground Storage Tank Inventory

Fuel Farm Tank Index

I.D. #	Product	Function	Capacity	Installed
TK01	Diesel	Overflow	3000	1999
TK02	Gasoline	Overflow	3000	1999
TK03	Gasoline	Storage	15000	1999
TK04	Diesel	Storage	20000	1999
TK05	Diesel	Storage	20000	1999
TK06	Diesel	Storage	20000	1999
TK07	Diesel	Storage	20000	1999
TK08	Diesel	Storage	20000	1999

SECTION 20 SAMPLE FORMS

The following are sample inspection forms required by the Facility Response Plan. These forms are for information only in this SPCC Plan a copy of completed forms from the Facility Response Plan will also be maintained in the SPCC Plan.

Spill Management Team Tabletop Exercise Log

Date:	
Company:	
Qualified Individual(s):	
Emergency Scenario:	
Evaluation:	
Changes to be implemented:	
Time Table for Implementation:	
Comments	

Sample
Form

Qualified Individual Notification Drill Log

Date:	
Company:	
Qualified Individual(s):	
Emergency Scenario:	
Evaluation:	
Changes to be implemented:	
Time Table for Implementation:	
Comments	

Sample
Form

Personnel Response Training Log

Subject:	<input type="checkbox"/> Response <input type="checkbox"/> Prevention
Instructor:	
Date:	
Hours:	

Name	Signature

Discharge Prevention Meeting Log

Date:	
--------------	--

Attendees:		

Subject/issue identified	Required action	Implementation date

Tank Inspection Checklist

Tank number:	
Inspector:	
Date conducted:	

1. Check tanks for leaks, specifically looking for:		Comments
A. Drip marks	<input type="checkbox"/> yes <input type="checkbox"/> no	
B. Discoloration of tanks	<input type="checkbox"/> yes <input type="checkbox"/> no	
C. Puddles containing spilled or leaked material	<input type="checkbox"/> yes <input type="checkbox"/> no	
D. Corrosion	<input type="checkbox"/> yes <input type="checkbox"/> no	
E. Cracks	<input type="checkbox"/> yes <input type="checkbox"/> no	
F. Localized dead vegetation	<input type="checkbox"/> yes <input type="checkbox"/> no	
2. Check foundation for:		Comments
A. Cracks	<input type="checkbox"/> yes <input type="checkbox"/> no	
B. Discoloration	<input type="checkbox"/> yes <input type="checkbox"/> no	
Puddles containing spilled or leaked material	<input type="checkbox"/> yes <input type="checkbox"/> no	
D. Settling	<input type="checkbox"/> yes <input type="checkbox"/> no	
Gaps between tank and foundation	<input type="checkbox"/> yes <input type="checkbox"/> no	
Damage caused by vegetation roots	<input type="checkbox"/> yes <input type="checkbox"/> no	

3. Check piping for:		Comments
Droplets of stored materials	<input type="checkbox"/> yes <input type="checkbox"/> no	
B. Discoloration	<input type="checkbox"/> yes <input type="checkbox"/> no	
C. Corrosion	<input type="checkbox"/> yes <input type="checkbox"/> no	
Bowing of pipe between supports	<input type="checkbox"/> yes <input type="checkbox"/> no	
Evidence of stored material seepage from valves or seals	<input type="checkbox"/> yes <input type="checkbox"/> no	
Localized dead vegetation	<input type="checkbox"/> yes <input type="checkbox"/> no	

Sample
Form

Tank Inspection Log

Tank number:	
---------------------	--

Inspector	Date	Comments

Sample
Form

Response Equipment Inspection Checklist

Equipment:	
Inspector:	
Date conducted:	

Specifically looking for:	Comments
1. Inventory (item and quantity)	
2. Storage location	
3. Accessibility (time to access and respond)	
4. Operational status/condition	
5. Actual use/testing (last test date and frequency of testing)	
6. Shelf life (present age, expected replacement date)	

Response Equipment Inspection Log

Response Equipment:	
----------------------------	--

Inspector	Date	Comments

Sample
Form

Secondary Containment Checklist

Containment area:	
Inspector:	
Date conducted:	

1. Dike or berm system	Comments
A. Level of precipitation in dike/available capacity	
B. Operation Status of drainage valves	
C. Dike or berm permeability	
D. Debris	
E. Erosion	
F. Permeability of the earthen floor of dike area	
G. Location/status of pipes, inlets, drainage beneath tanks	
2. Secondary Containment	Comments
A. Cracks	
B. Discoloration	
C. Presence of spilled or leaked material (standing liquid)	
D. Corrosion	
E. Valve conditions	

3. Retention and Drainage Ponds	Comments
A. Erosion	
B. Available Capacity	
C. Presence of spilled or leaked materials	
D. Debris	
E. Stressed vegetation	

Sample
Form

Secondary Containment Log

Containment Area:	
--------------------------	--

Inspector	Date	Comments

Sample
Form

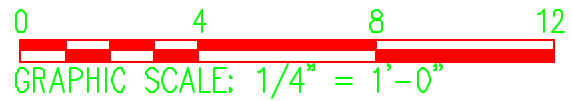
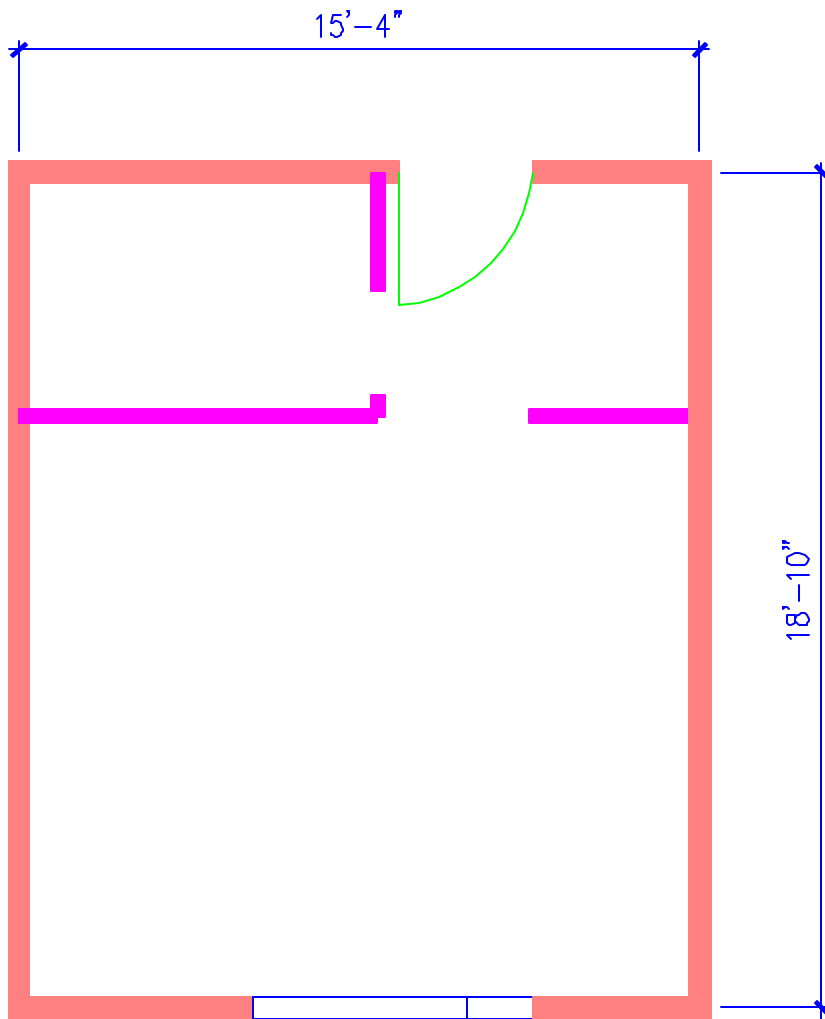
SECTION 21 Cross Reference Matrix

EPA Citation	Page Number in SPCC Plan
40 CFR 112.3 (d)	1-1
40 CFR 112.4	N/A
40 CFR 112.5(b)	2-1
40 CFR 112.5 (c)	2-1
40 CFR 112.7	4-1 through 4-3
40 CFR 112.7(a)	4-1 through 4-3
40 CFR 112.7(b)	3-1, 9-1
40 CFR 112.7(c)(1)(i)	N/A
40 CFR 112.7(c)(1)(ii)	N/A
40 CFR 112.7(c)(1)(iii)	N/A
40 CFR 112.7(c)(1)(iv)	7-1 through 7-6
40 CFR 112.7(c)(1)(v)	N/A
40 CFR 112.7(c)(1)(vi)	N/A
40 CFR 112.7(c)(1)(vii)	7-1 through 7-6
40 CFR 112.7(c)(2)	N/A
40 CFR 112.7(d)(1)	7-1
40 CFR 112.7(d)(2)	7-1 through 7-6
40 CFR 112.7(e)(1)(i)	9-1, 9-2
40 CFR 112.7(e)(1)(ii)	9-1, 9-2
40 CFR 112.7(e)(1)(iii)	9-1, 9-2
40 CFR 112.7(e)(1)(iv)	9-1, 9-2
40 CFR 112.7(e)(1)(v)	9-1, 9-2

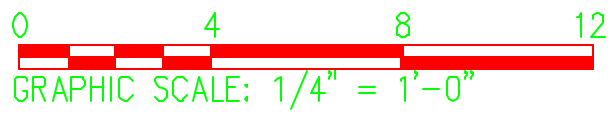
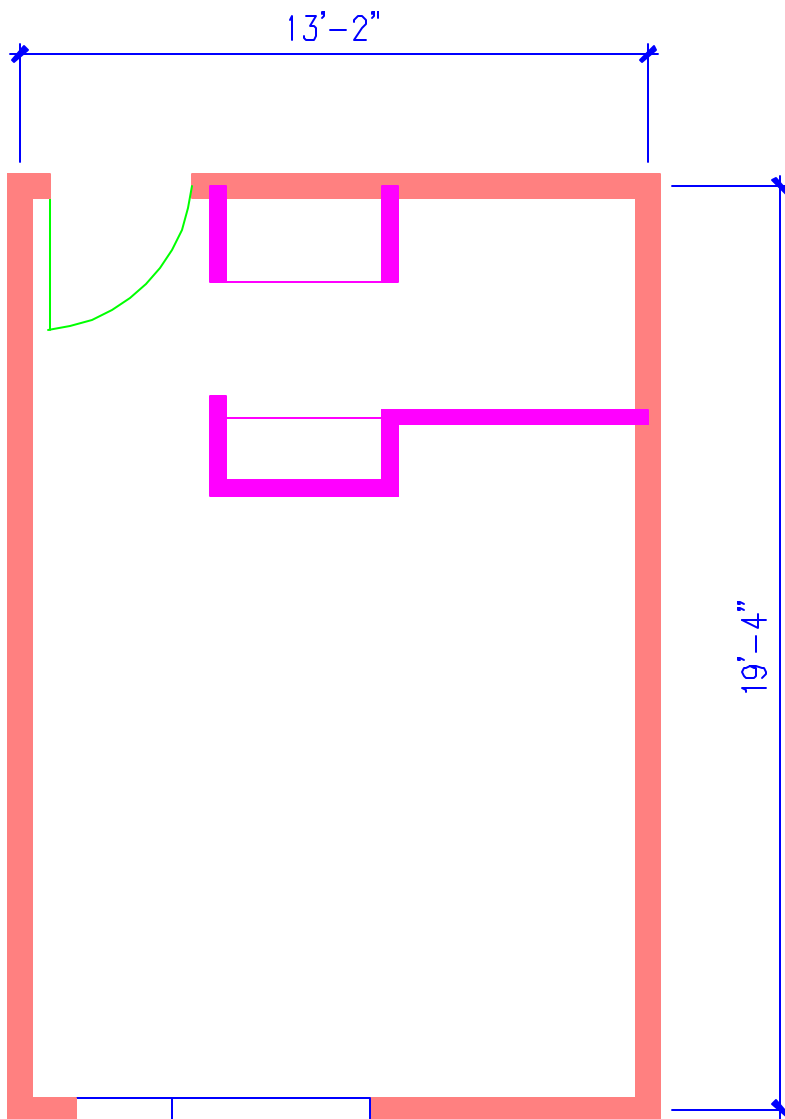
EPA Citation	Page Number in SPCC Plan
40 CFR 112.7(e)(2)(i)	6-1
40 CFR 112.7(e)(2)(ii)	6-1
40 CFR 112.7(e)(2)(iii)(A)	6-1
40 CFR 112.7(e)(2)(iii)(B)	6-1
40 CFR 112.7(e)(2)(iii)(C)	6-1
40 CFR 112.7(e)(2)(iii)(D)	6-1
40 CFR 112.7(e)(2)(iv)	6-1
40 CFR 112.7(e)(2)(v)	6-1
40 CFR 112.7(e)(2)(vi)	6-1
40 CFR 112.7(e)(2)(vii)	6-1
40 CFR 112.7(e)(2)(viii)	6-1
40 CFR 112.7(e)(2)(ix)	9-1
40 CFR 112.7(e)(2)(x)	7-1
40 CFR 112.7(e)(2)(xi)	9-1
40 CFR 112.7(e)(3)(i)	10-1
40 CFR 112.7(e)(3)(ii)	10-1
40 CFR 112.7(e)(3)(iii)	10-1
40 CFR 112.7(e)(3)(iv)	10-2
40 CFR 112.7(e)(3)(v)	10-2
40 CFR 112.7(e)(4)(i)	11-1
40 CFR 112.7(e)(4)(ii)	11-1
40 CFR 112.7(e)(4)(iii)	11-1
40 CFR 112.7(e)(4)(iv)	11-1
40 CFR 112.7(e)(5)	N/A

EPA Citation	Page Number in SPCC Plan
40 CFR 112.7(e)(6)	N/A
40 CFR 112.7(e)(7)	N/A
40 CFR 112.7(e)(8)	12-1
40 CFR 112.7(e)(9)(i)	13-1
40 CFR 112.7(e)(9)(ii)	13-1
40 CFR 112.7(e)(9)(iii)	13-1
40 CFR 112.7(e)(9)(iv)	13-1
40 CFR 112.7(e)(9)(v)(A)	13-1
40 CFR 112.7(e)(9)(v)(B)	13-1
40 CFR 112.7(e)(10)(i)	14-1, 14-2
40 CFR 112.7(e)(10)(ii)	14-1, 14-2
40 CFR 112.7(e)(10)(iii)	14-1, 14-2
40 CFR 112.20(e)	N/A

Typical Floor Plan
Glacier Bay Lodge - Old Cabin
Glacier Bay National Park & Preserve



Typical Floor Plan
Glacier Bay Lodge - New Cabin
Glacier Bay National Park & Preserve





United States Department of the Interior
NATIONAL PARK SERVICE

Glacier Bay National Park and Preserve

P.O. Box 140
Gustavus, Alaska 99826-0140

IN REPLY REFER TO:

Approved Rates and Operating Dates
For
Glacier Bay Park Concessions, Inc.
Concession Contract Number CC-GLBA001-86

Effective: March 10, 2003

Note: These are the maximum allowable rates. From time to time, reduced rates and promotions may be offered by the Concessioner in accordance with standard industry practice. For reservations and information, call Glacier Bay Cruise Lines at 1-800-451-5952, or 206-623-7110.

GLACIER BAY LODGE

Open:2:00 PM May 10, 2003
Close:.....2:00 PM September 14, 2003¹
(Last Overnight is September 13th)

Services Available:

Full Service Restaurant	Guest Room Accommodations
Gift Shop	Fuel Sales
Sundries and Snacks	Bus/Van Transportation Services
Storage	Vessel Cruise Programs
	Public Shower and Laundry

ACCOMMODATIONS:

Room Rates (Rear Cabins/Front Cabins)

\$149.00/\$159.00	Per Room (Single Occupancy)
\$179.00/\$189.00	Per Room (Double Occupancy)
\$189.00/\$199.00	Per Room (Triple Occupancy)
\$199.00/\$209.00	Per Room (Quad Occupancy)
\$219.00.....	Per Room (Deluxe)

[Note: "Water side" cabins will not necessarily have ocean views.]

¹ Glacier Bay Lodge will remain open through September 18 for the Sealaska Heritage Foundation language program participants.

BAGGAGE CHARGE:

\$2.00 Per Person - One-way Baggage Portage Charge - Airport (or Gustavus Dock) to Lodge, and Lodge to Room.

\$2.00 Per Person - One-way Baggage Portage Charge - Room to Lodge Luggage Storage, and Lodge to Airport (or Gustavus Dock).(\$2.00 In and \$2.00 Out). Guests will not be charged this fee if they check their own bags in at Alaska Airlines counter in Bartlett Cove and Alaska takes their baggage from Bartlett Cove to Gustavus.

BAGGAGE STORAGE

Lodge guests: No charge for storing up to two bags while camping up bay.
Non-guests and (lodge guests over two bags): \$5.00 per bag/per day.

BUS AND VAN TRANSPORTATION

First Scheduled Trip:.....May 10th, 2003
Last Scheduled Trip: September 14th, 2003

Multiple scheduled trips daily between Glacier Bay Lodge and Gustavus to meet all normally scheduled flights. Non-scheduled trips available anytime by special request.

<u>Transportation Rates</u>	<u>Per Person</u>
Glacier Bay Lodge To Gustavus	\$12.00
Gustavus To Glacier Bay Lodge	\$12.00

FUEL SALES & MARINE SERVICES

Hours: (On-Call) 7:30 AM - 12:00 PM
2:00 PM - 7:00 PM

Fuel Attendants must respond within 15 minutes of initial request for fuel.

Gasoline.....\$ To be determined
Diesel\$ To be determined

Sewage Pump-Out.....\$0.0 [No Charge }
2-Cycle Oil.....\$3.00/qt.
White gas.....\$3.00/qt.
Absorbent pads\$1.50 each

VESSEL OPERATIONS

DAY CRUISE ON M/V SPIRIT OF ADVENTURE

Operating daily

First Trip: May 11, 2003

Last Trip: September 13th, 2003

Approved Rates

\$159.50 Per Person (Adult)

\$ 79.75 Per Person (Child 2-12 Years)

Lunch and unlimited coffee, tea and hot chocolate included. Limited breakfast and snack menu, beverages, beer & wine, gift items and sundries available at additional cost.

CAMPER/KAYAKER DROP-OFF SERVICES

Operating daily:

First Trip: May 11th, 2003

Last Trip: September 13th, 2003

Approved Rates:

Round Trip: \$ 189.50

One Way \$ 94.75

Lunch and unlimited coffee, tea and hot chocolate included. Limited breakfast and snack menu, beverages, beer & wine, gift items and sundries available at additional cost.

JUNEAU-BARTLETT COVE FERRY SERVICE

Operating schedule to be determined.

First Trip: May 23rd, 2003

Last Trip: September 1st, 2003

Juneau-Bartlett Cove:.....	\$69.00
Gustavus – Juneau	\$69.00
Icy Strait Wildlife Tour (Approximately 2 ½ hours: board Bartlett Cove, disembark Gustavus).....	\$79.00
Round Trip (Juneau -Bartlett Cove-Wildlife Tour-Gustavus-Juneau).....	\$195.00

OVERNIGHT VESSEL TOURS

Due to the competitive nature of this market, rates will not normally be set by the NPS.

SPECIAL USE CHARTERS, REPAIRS/TOWING OF VESSELS

Due to the competitive nature of this market, rates will not normally be set by the NPS.

GENERAL CANCELLATION POLICIES

Most cancellation policies can be found in the 2003 Glacier Bay Cruiseline brochure.

The following cancellation charges apply to non-package lodging:

Days prior to departure

Cancellation Fee

More than one day prior to check-in

None

Within 24 hours of check-in

First night's room charge

DISCOUNTS

[Note: Other discounts may be offered in accordance with standard industry practice and in accordance with the terms and conditions of the Concession Contract.]

INDUSTRY EMPLOYEE RATE FOR ACCOMMODATIONS:

Travel industry employees and their family members are eligible for special promotions normally occurring during May or September at a discount of up to 50%.

LOCAL RESIDENTS' RATE FOR DAY CRUISE AND CAMPER DROP-OFFS:

50% discount for Lodge rooms, SOA and Glacier Bay Ferry for Gustavus Residents and their employees on a space available basis. (Proof of resident status includes: name on Gustavus directory, proof of Gustavus business. Proof of resident employee status includes: check stub and or Employee ID)

FEDERAL GOVERNMENT RATE FOR OFFICIAL BUSINESS

❖ ACCOMMODATIONS:

Government Room Rates: 25% discount

Single occupancy\$ 111.75

Double occupancy\$ 134.25

Note: Federal lodging rate for area is \$80.00 as of February 2003.

❖ "M/V SPIRIT OF ADVENTURE" DAY CRUISE

Day tour and Camper drop-off service: 25% discount

❖ OTHER VESSELS:

25% Discount (Space Available)

❖ CONDITIONS OF USE:

The above ACCOMMODATIONS, "SPIRIT OF ADVENTURE," "WILDERNESS ADVENTURER," "WILDERNESS DISCOVERER," and "WILDERNESS EXPLORER" cruise rates apply to Federal Government Employees, only when traveling on Official Government Business.

Reservations must be made directly with Glacier Bay Park Concessions, Inc., Reservations Office (1-800-451-5952), and client must request "Federal Government Rate for Official Business" at time of booking. The rate is non-commissionable.

Federal Government Employees are not required to pay the normal accommodations deposit, but must guarantee by Credit Card the first night's stay. In event of cancellation occurring less than 24 hours prior to scheduled arrival date, or in event the client is a "No-Show" on reserved date of arrival, the first night's stay guarantee against the Credit Card will be charged, regardless of reason for cancellation. Any remaining nights still reserved will be canceled if client is a "No-Show."

Full payment of all charges must be paid upon check out.

Approved

/s/

3/10/2003

Tomie Patrick Lee
Superintendent
Glacier Bay National Park

Date

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

CONCESSIONER ANNUAL FINANCIAL REPORT
(For Concessioners with gross receipts of \$100,000 or more)
(Please refer to Audit Guide for National Park Service Concessioners and Instructions
on reverse side of each schedule)

NPS USE ONLY
Date Received: _____
Park _____
Region _____
WASO _____

For the Period from ____/____/____ to ____/____/____

Concessioner _____

Park/Area _____

(Contract or Permit No.)

(Effective Date)

(Expiration Date)

☐ Corporation

☐ Subchapter S Corporation

☐ Partnership

☐ Sole Proprietorship

CONCESSIONER'S CERTIFICATION

I certify that this report (including accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief is a true, correct, and complete report.

____/____/____
(Date)

(Concessioner's Signature)

(Title)

(Mailing Address)

() _____
(Telephone)

INDEX

PART I - PRIMARY SCHEDULES

- Schedule A Statement of Income
- Schedule B Computation of Franchise Fee
- Schedule C Balance Sheet
- Schedule D Depreciable Fixed Assets
- Schedule E Statement of Changes in Financial Position
- Schedule F Notes to Financial Statements

NOTE: IF GROSS RECEIPTS (LINE 1 OF SCHEDULE A) ARE IN EXCESS OF \$250,000,
THE ABOVE SCHEDULES A THRU F MUST BE AUDITED.

PART II - SUPPLEMENTAL SCHEDULES

- Schedule G Detail of Gross Receipts
- Schedule H Departmental Income
- Schedule H-1 Departmental Income - Continuation Sheet
- Schedule I Administrative and General Expenses
- Schedule J Information on Corporate Owners, Officers and Partners
- Schedule K Additions to and Disposals of Depreciable Fixed Assets

GENERAL INSTRUCTIONS

Who Must File

Concessioners, whose annual gross receipts **exceed \$100,000**, shall file Form No. 10-356, Concessioner Annual Financial Report. Concessioners operating in more than one park, under the same contract, shall prepare a separate report for each park where the operations are located.

When and Where to File

Concessioners shall file an annual report within the time period specified in the contract or permit. Concessioners shall submit one signed original and three copies to the Superintendent administering the area.

Where to Get Forms

Concessioners may obtain the Concessioner Annual Financial Report forms from the Superintendent.

Rounding

Please round all entries to even dollar amounts.

Requirement for Audit

If annual gross receipts **exceed \$250,000**, the Primary Schedules listed in Part I of the Concessioner Annual Financial Report must be audited by an independent certified or licensed public accountant in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" prescribed by the Comptroller General of the United States, as they apply to financial and compliance examinations. These standards incorporate, but are not limited to, the generally accepted auditing standards adopted by the American Institute of Certified Public Accountants. The booklet "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" is for sale by the Superintendent of Documents for \$1.25, stock number 2000-00110. The Inspector General's Office, Department of the Interior, has issued an "Audit Guide for National Park Service Concessioners," designed to provide assistance to those independent auditors who are engaged for such audits, by identifying special requirements relating to concessioners within the National Park System and providing suggested audit procedures for determining the extent and adequacy of concessioner compliance with the requirements. Copies of the Audit Guide may be obtained from the Superintendent. The auditor's report on the Primary Schedules and on compliance or non-compliance with the contract must accompany the Concessioner Annual Financial Report.

Specific Instructions

Specific instructions may be found on the reverse of each Schedule.

CONCESSIONER:	YEAR ENDING:
STATEMENT OF INCOME	
SCHEDULE A	

	This Year 19 ____	Last Year 19 ____
DEPARTMENTAL INCOME		
1. GROSS RECEIPTS (Sch. H, Col. A, Line 2)	_____	_____
2. RETURNS AND ALLOWANCES (Sch. H, Col. A, Line 3)	_____	_____
3. NET SALES (Sch. H, Col. A, Line 4)	_____	_____
4. COST OF SALES (Sch. H, Col. A, Line 8)	_____	_____
5. GROSS PROFIT (Sch. H, Col. A, Line 9)	_____	_____
6. TOTAL DIRECT EXPENSES (Sch. H, Col. A, Line 30)	_____	_____
7. DEPARTMENTAL INCOME (LOSS) (Sch. H, Col. A, Line 31)....	_____	_____
INDIRECT OPERATING EXPENSES		
8. Administrative and general expenses (Sch. I, Line 21)	_____	_____
9. Government franchise fee (Sch. B, Line 29)	_____	_____
10. TOTAL INDIRECT OPERATING EXPENSES	_____	_____
11. TOTAL INCOME (LOSS) FROM OPERATIONS BEFORE FIXED EXPENSES	_____	_____
FIXED EXPENSES		
12. Rent	_____	_____
13. Property taxes	_____	_____
14. Insurance	_____	_____
15. Interest	_____	_____
16. Depreciation (Sch. D, Col. G, Line 6)	_____	_____
17. Amortization	_____	_____
18. _____	_____	_____
19. _____	_____	_____
20. TOTAL FIXED EXPENSES	_____	_____
21. INCOME (LOSS) BEFORE INCOME TAXES AND OTHER INCOME (EXPENSES)	_____	_____
OTHER INCOME (EXPENSES)		
22. Interest and dividend income	_____	_____
23. Gain (Loss) on sale of property	_____	_____
24. Commissions/fees/compensation from subconcessioners (Sch. B, Line 27)	_____	_____
25. Other	_____	_____
26. TOTAL OTHER INCOME (EXPENSES)	_____	_____
27. INCOME (LOSS) BEFORE INCOME TAXES	_____	_____
INCOME TAXES		
28. Federal	_____	_____
29. State and local	_____	_____
30. TOTAL INCOME TAXES	_____	_____
31. NET INCOME (LOSS)	=====	=====

Instructions

Schedule A - Statement of Income

- Line 1. Enter the amount shown on Schedule H, Column A, Line 2.
- Line 2. Enter the amount shown on Schedule H, Column A, Line 3.
- Line 3. Subtract line 2 from line 1 and enter the amount.
- Line 4. Enter the amount shown on Schedule H, Column A, Line 8.
- Line 5. Subtract line 4 from line 3 and enter the amount.
- Line 6. Enter the amount shown on Schedule H, Column A, Line 30.
- Line 7. Subtract line 6 from line 5 and enter the amount.
- Line 8. Enter the amount shown on Schedule I, Line 21.
- Line 9. Enter the amount shown on Schedule B, Line 29.
- Line 10. Add lines 8 and 9 and enter the amount.
- Line 11. Subtract line 10 from line 7 and enter the amount.
- Line 12. Enter the amount paid or accrued for the rental of facilities except for any amount included in Schedule B.
- Lines 13-15. Self-explanatory.
- Line 16. Enter the amount shown on Schedule D, Column G, Line 6.
- Line 17. Enter the total year's amortization charge for all classes of intangible assets.
- Lines 18-19. Enter description and amounts for other fixed expenses not shown elsewhere.
- Line 20. Add lines 12 through 19 and enter the amount.
- Line 21. Subtract line 20 from line 11 and enter the amount.
- Line 22. Self-explanatory.
- Line 23. Enter the total amount of all gains/losses resulting from the sale of assets.
- Line 24. Enter the total amount of all compensation received from subconcessioners.
- Line 25. Enter income from other sources not shown elsewhere.
- Line 26. Add lines 22 through 25 and enter the amount.
- Line 27. Subtract line 26 from line 21 and enter the amount.
- Lines 28-29. Self-explanatory.
- Line 30. Add lines 28 and 29 and enter the amount.
- Line 31. Subtract line 30 from line 27 and enter the amount.

CONCESSIONER:	YEAR ENDING:
COMPUTATION OF FRANCHISE FEE	
SCHEDULE B	

1. FLAT FEE _____
2. FEE FOR USE OF GOVERNMENT-OWNED IMPROVEMENTS..... _____

PERCENTAGE FEE

3. Gross receipts (Sch. A, Line 1)..... _____
- PLUS: Gross Receipts of subconcessioners

Name of Subconcessioner	Amount
4. _____	_____
5. _____	_____
6. _____	_____

7. Total gross receipts of subconcessioners..... _____

Less: Authorized deductions (if included in gross receipts)

- | | |
|---|-------|
| 8. Genuine United States Indian and native handicraft..... | _____ |
| 9. Intracompany earnings..... | _____ |
| 10. Charges for employees' meals, lodgings, transportation..... | _____ |
| 11. Cash discounts on purchases..... | _____ |
| 12. Cash discounts on sales..... | _____ |
| 13. Returned sales and allowances..... | _____ |
| 14. Excise taxes added to sales price..... | _____ |
| 15. Gasoline taxes..... | _____ |
| 16. Cost of fishing license fees sold..... | _____ |
| 17. Cost of postage stamps sold..... | _____ |
| 18. Total authorized deductions..... | _____ |
| 19. Total gross receipts subject to percentage fee..... | _____ |
| 20. Fee structure _____ % of _____ = | _____ |
| 21. _____ % of _____ = | _____ |
| 22. _____ % of _____ = | _____ |

23. TOTAL PERCENTAGE FEE _____
- FIFTY PERCENT OF COMMISSIONS/FEEES/COMPENSATION FROM SUBCONCESSIONERS**

Name of Subconcessioner	Amount
24. _____	_____
25. _____	_____
26. _____	_____

27. Total commissions/fees/compensation
from subconcessioners (Sch. A, Line 24) _____

28. FIFTY PERCENT OF COMMISSIONS/FEEES/COMPENSATION FROM
SUBCONCESSIONERS..... _____

29. TOTAL FRANCHISE FEE (Sch. A, Line 9)..... _____

INSTRUCTIONS

Schedule B - Computation of Franchise Fee

- Line 1. Enter the amount of the flat fee stated in the contract/permit.
- Line 2. Enter the amount of fee for the use of Government improvements per the contract/permit.
- Line 3. Enter the amount from Schedule A, Line 1.
- Lines 4-6. Enter the name and amount of gross receipts from all subconcessioners that provide services authorized in the contract/permit.
- Line 7. Add lines 4, 5, and 6 and enter the amount.
- Lines 8-17. Enter only the amount applicable to the categories provided.
- Line 18. Add lines 8 to 17 and enter the amount.
- Line 19. Subtract line 18 from the sum of lines 3 and 7 and enter the amount.
- Lines 20-22. Enter the percentage rate(s) as stated in the contract/permit. Calculate and enter the appropriate amount.
- Line 23. Add the extensions of lines 20, 21 and 22, if any, and enter the amount.
- Lines 24-26. Enter the names and the amount of commissions, fees, or compensation received from the subconcessioners shown on lines 4, 5, and 6.
- Line 27. Add lines 24, 25 and 26 and enter the amount.
- Line 28. Enter one half (50%) of the amount shown on line 27.
- Line 29. Add lines 1, 2, 23, and 28 and enter the amount here and on Schedule A, Line 9.

CONCESSIONER:	AS OF:
<div style="display: flex; justify-content: space-between;"> BALANCE SHEET SCHEDULE C </div>	

	This Year 19__	Last Year 19__
ASSETS		
Current Assets		
1. Cash.....	_____	_____
2. Marketable Securities.....	_____	_____
3. Inventories—Merchandise.....	_____	_____
4. Accounts Receivable.....	_____	_____
5. Notes Receivable—Related Party.....	_____	_____
6. Notes Receivable—Other.....	_____	_____
7. Prepaid Expenses.....	_____	_____
8. Other.....	_____	_____
9. TOTAL CURRENT ASSETS.....	_____	_____
Fixed Assets		
10. Depreciable Fixed Assets (Sch. D, Col. G, Line 4)	_____	_____
11. Less: Accumulated Depreciation (Sch. D, Col G, Line 8).....	_____	_____
12. Net Depreciable Fixed Assets (Sch. D, Col. G, Line 9)	_____	_____
13. Construction in Progress	_____	_____
14. Land.....	_____	_____
15. TOTAL FIXED ASSETS.....	_____	_____
Other Assets (Identify)		
16. _____	_____	_____
17. _____	_____	_____
18. TOTAL OTHER ASSETS.....	_____	_____
19. TOTAL ASSETS.....	=====	=====
LIABILITIES		
Current Liabilities		
20. Notes Payable—Related Party.....	_____	_____
21. Notes Payable—Other.....	_____	_____
22. Accounts Payable.....	_____	_____
23. Current Maturities on Long-Term Debt.....	_____	_____
24. Government Franchise Fee Payable	_____	_____
25. Accrued Liabilities.....	_____	_____
26. Advance Deposits.....	_____	_____
27. Other.....	_____	_____
28. TOTAL CURRENT LIABILITIES.....	_____	_____
Long-Term Liabilities		
29. Long-Term Debt, Less Current Maturities.....	_____	_____
30. Other.....	_____	_____
31. TOTAL LONG-TERM LIABILITIES.....	_____	_____
32. TOTAL LIABILITIES.....	_____	_____
EQUITY		
33. Partner's or Proprietor's Capital	_____	_____
34.	<div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px; writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; margin-right: 5px;">Corporations Only</div> <div> Preferred Stock, Par Value \$ _____ Authorized: _____ Shares, Issued: _____ Shares..... </div> </div>	_____
35.	<div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px; writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; margin-right: 5px;">Corporations Only</div> <div> Common Stock, Par Value \$ _____ Authorized: _____ Shares, Issued: _____ Shares..... </div> </div>	_____
36.	Less: Treasury Stock.....	_____
37.	Additional Paid-in Capital.....	_____
38.	Retained Earnings.....	_____
39. TOTAL EQUITY.....	_____	_____
40. TOTAL LIABILITIES AND EQUITY	=====	=====

INSTRUCTIONS

Schedule C - Balance Sheet

- Lines 1-4. Self-explanatory.
- Line 5. Enter the amounts receivable from shareholders, officers, and related entities. This must be fully explained in Schedule F, Notes to Financial Statements.
- Lines 6-7. Self-explanatory.
- Line 8. Enter total amount of other current assets not shown elsewhere.
- Line 9. Add lines 1 through 8 and enter amount.
- Line 10. Enter the amount shown on Schedule D, Column G, Line 4.
- Line 11. Enter the total amount shown on Schedule D, Column G, Line 8.
- Line 12. Subtract line 11 from line 10 and enter amount.
- Lines 13-14. Self-explanatory.
- Line 15. Add lines 12, 13 and 14 and enter amount.
- Lines 16-17. Enter amount of other assets not shown elsewhere.
- Line 18. Add lines 16 and 17 and enter amount.
- Line 19. Add lines 9, 15, and 18 and enter amount.
- Line 20. Enter the amount payable to shareholders, officers, and related entities. This must be explained in Schedule F, Notes to Financial Statements.
- Lines 21-25. Self-explanatory.
- Line 26. Enter amounts such as advance deposits for future river trips, lodging, etc.
- Line 27. Enter other current liabilities not shown elsewhere.
- Line 28. Add lines 20 through 27 and enter amount.
- Line 29. Self-explanatory.
- Line 30. Enter all other long-term liabilities not shown elsewhere.
- Line 31. Add lines 29 and 30 and enter amount.
- Line 32. Add lines 28 and 31 and enter amount.
- Line 33. Not to be completed by corporations.
- Lines 34-38. To be completed by corporations only.
- Line 39. Partnerships and sole proprietors enter the amount from line 33. Corporations enter the total of lines 34, 35, 37, and 38 less line 36.
- Line 40. Add lines 32 and 39 and enter amount.

CONCESSIONER:	YEAR ENDING:
<div style="display: flex; justify-content: space-between;"> DEPRECIABLE FIXED ASSETS SCHEDULE D </div>	

	ASSETS IN WHICH POSSESSORY INTEREST IS CLAIMED		OTHER ASSETS				Total G
	Concessioner Owned Improvements	Government Owned Improvements	Other Improvements	Transportation Equipment	Furniture, Fixtures, & Equipment	Other	
	A	B	C	D	E	F	
A. COST							
1. Prior Year Balance							
*2. Additions this year							
*3. Disposals this year							
4. Ending Balance (Col. G to Sch. C, Line 10)							
B. ACCUMULATED DEPRECIATION							
5. Prior Year Balance							
6. Depreciation this year (Col. G to Sch. A, Line 16)							
*7. Accumulated Depreciation on assets disposed this year							
8. Ending Balance (Col. G to Sch. C, Line 11)							
9. Net depreciable fixed assets, End of Year (Col. G to Sch. C, Line 12)							

* If any entries are made on lines 2, 3 or 7, complete Schedule K.

INSTRUCTIONS

Schedule D - Depreciable Fixed Assets

General

Columns A and B are to be used only for assets in which the concessioner claims a possessory interest, pursuant to the concession contract.

Costs of Concessioner-owned improvements are to be entered in Column A. Concessioner-owned improvements are defined as buildings, structures, fixtures, equipment and other improvements, **affixed to or resting upon the lands assigned in such manner as to be part of the realty.**

If the contract grants the concessioner the right to obtain a possessory interest in Government-owned improvements assigned to the concessioner, the concessioner's costs of all alterations, additions, and improvements to such Government-owned buildings and improvements are to be entered in Column B.

If the concessioner has waived any possessory interest in Government-owned improvements, pursuant to the contract, the concessioner's costs of any alterations, additions, etc., to such Government-owned improvements should be entered in Column C. Other non-possessory interest assets, such as concessioner-owned real property, should also be entered in Column C.

Columns D, E, and F - These columns relate to assets such as transportation, furniture, fixtures, equipment and other assets for which the concessioner may not claim a possessory interest.

Concessioners showing amounts on lines 2, 3, and 7 must complete Schedule K, "Additions to and Disposals of Depreciable Fixed Assets," giving detailed data of assets acquired or disposed of.

Specific Instructions

- Line 1. Enter in the appropriate columns the fixed asset balances at the beginning of the year. The amounts entered must agree with the amounts on line 4, ending balance on the previous year's report. If not, attach an explanation.
- Line 2. Enter in the appropriate columns additions to fixed assets during the current year.
- Line 3. Enter in the appropriate columns disposals of fixed assets during the current year.
- Line 4. Subtract line 3 from the sum of lines 1 and 2 and enter the amount.
- Line 5. Enter in the appropriate columns the accumulated depreciation balances at the beginning of the year. The amounts entered must agree with the amounts on line 8, ending balance on the previous year's report. If not, attach an explanation.
- Line 6. Enter in the appropriate columns the depreciation of fixed assets during the current year.
- Line 7. Enter in the appropriate columns the accumulated depreciation on fixed assets disposed of during the current year.
- Line 8. Subtract line 7 from the sum of lines 5 and 6 and enter the amount.
- Line 9. Subtract line 8 from line 4 and enter the amount.

CONCESSIONER:

YEAR ENDING:

STATEMENT OF CHANGES IN FINANCIAL POSITION

SCHEDULE E

This Year
19 ____Last Year
19 ____

SOURCE OF FUNDS

1. Net Income (Loss) (Sch. A, Line 31).....	_____	_____
Items which did not affect working capital		
2. Depreciation (Sch. D, Col. G, Line 6).....	_____	_____
3. Amortization.....	_____	_____
4. Other (Identify).....	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. Working Capital Provided from Operations	_____	_____
8. Disposition of Fixed Assets	_____	_____
9. Proceeds from Long-Term Debt.....	_____	_____
10. Issuance of Equity Securities.....	_____	_____
11. Partners' or Proprietor's Capital Additions.....	_____	_____
12. Other (Identify).....	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. Working Capital Provided.....	_____	_____

USE OF FUNDS

16. Additions to Fixed Assets.....	_____	_____
17. Purchase of Treasury Stock.....	_____	_____
18. Reduction of Long-Term Debt.....	_____	_____
19. Dividends Paid.....	_____	_____
20. Partners' or Proprietor's Drawing.....	_____	_____
21. Other (Identify).....	_____	_____
22. _____	_____	_____
23. _____	_____	_____
24. Working Capital Used.....	_____	_____
25. Increase (Decrease) in Working Capital.....	=====	=====

SUMMARY OF CHANGES IN WORKING CAPITAL

Increase (Decrease) in Current Assets

26. Cash.....	_____	_____
27. Marketable Securities.....	_____	_____
28. Inventories—Merchandise.....	_____	_____
29. Accounts Receivable.....	_____	_____
30. Notes Receivable.....	_____	_____
31. Prepaid Expenses.....	_____	_____
32. Other.....	_____	_____

Increase (Decrease) in Current Liabilities

33. Notes Payable.....	_____	_____
34. Accounts Payable.....	_____	_____
35. Current Maturities on Long-Term Debt.....	_____	_____
36. Government Franchise Fee Payable.....	_____	_____
37. Accrued Liabilities.....	_____	_____
38. Advance Deposits.....	_____	_____
39. Other.....	_____	_____
40. Increase (Decrease) in Working Capital.....	=====	=====

CONCESSIONER:	YEAR ENDING:
NOTES TO FINANCIAL STATEMENTS	SCHEDULE F

INSTRUCTIONS

SCHEDULE F - Notes to Financial Statements

There should be included in the notes a description of all significant accounting policies followed by the reporting entity. Commonly required disclosures include, but are not limited to, policies relating to:

- a. Accounting method
- b. Depreciation methods
- c. Amortization of intangibles
- d. Inventory pricing
- e. Pension, profit sharing and/or stock option plans
- f. Computation of net income per share
- g. Amortization of the cost in excess of net assets of businesses acquired
- h. Accounting for income taxes

This section should be followed by such additional notes as are necessary to provide for full disclosure of all significant events or conditions reflected in the financial statements, or as otherwise required by the rules of professional accounting or regulatory organizations.

Typical items with respect to which all significant facts should be disclosed through such notes are the following:

- a. Long-term debt agreements
- b. Leases
- c. Contingent liabilities
- d. Pending lawsuits
- e. Pension and/or profit sharing plans
- f. Income taxes
- g. Changes in accounting methods
- h. Long-term contracts
- i. Extraordinary items of income or expense
- j. Related party transactions, including inter-company charges

CONCESSIONER:	YEAR ENDING:
DETAIL OF GROSS RECEIPTS	
SCHEDULE G	

	Amount	Departmental Total	Reference to Column on Schedule H
LODGING			
1. Hotel/motel	_____		
2. Cabins/cottages	_____		
3. Tent	_____	_____	_____
FOOD			
4. Restaurant (full service)	_____		
5. Cafeteria	_____		
6. Snack bar/fast food	_____	_____	_____
7. ALCOHOLIC BEVERAGE (BAR)	_____	_____	_____
SOUVENIRS			
8. Gifts, curios	_____		
9. Genuine U.S. Indian and native handicraft	_____	_____	_____
GENERAL MERCHANDISE			
10. Grocery	_____		
11. Package liquor	_____		
12. Photographic	_____		
13. Other	_____	_____	_____
AUTO SERVICE			
14. Fuel and oil	_____		
15. Parts, service and other	_____	_____	_____
MARINA			
16. Slips and mooring	_____	_____	_____
17. Houseboat rental	_____	_____	_____
18. Boat and motor rental	_____	_____	_____
19. Fuel and oil	_____	_____	_____
20. Boat and motor sales	_____	_____	_____
21. Boat repair	_____	_____	_____
22. Dry storage	_____	_____	_____
23. Other	_____	_____	_____
TRANSPORTATION			
24. Boat	_____		
25. Vehicle	_____	_____	_____
26. SADDLE HORSE AND LIVERY	_____	_____	_____
27. FLOAT TRIPS/RIVER RUNNERS	_____	_____	_____
OTHER			
28. Ski lifts and tows	_____	_____	_____
29. Trailer village	_____	_____	_____
30. Vending machine	_____	_____	_____
31. Bathhouse	_____	_____	_____
32. Rentals (auto, equipment, other)	_____	_____	_____
33. Guide and instructional service	_____	_____	_____
34. Other (Identify) _____	_____	_____	_____
35. _____	_____	_____	_____
36. _____	_____	_____	_____
37. TOTAL GROSS RECEIPTS (SCHEDULE H, COL. A, LINE 2)	=====	=====	_____

INSTRUCTIONS
SCHEDULE G - Detail of Gross Receipts

Enter on the appropriate lines the gross receipts from each of the services listed. Enter subtotal by department as indicated. Amounts entered under the "Departmental Total" column must be forwarded to Schedule H. Indicate in the space to the right of the "Departmental Total" column the column on Schedule H to which the amounts are forwarded. Total gross receipt amounts reported on Schedules A, G and H must be the same.

CONCESSIONER:	YEAR ENDING:
SCHEDULE OF DEPARTMENTAL INCOME-CONTINUATION SHEET SCHEDULE H-1	

1. DEPARTMENT				
2. GROSS RECEIPTS				
3. RETURNS AND ALLOWANCES				
4. NET SALES.....				
COST OF SALES				
5. Inventory, Beginning				
6. Plus Purchases.....				
7. Less-Inventory, Ending				
8. TOTAL COST OF SALES				
9. GROSS PROFIT				
DIRECT EXPENSES				
DIRECT LABOR				
10. Salaries and Wages.....				
11. Payroll Taxes and Benefits				
12. TOTAL DIRECT LABOR				
OTHER DIRECT				
13. Laundry				
14. Uniforms				
15. China, Silver and Glass				
16. Commissions				
17. Music and Entertainment				
18. Operating Supplies				
19. Printing and Stationary				
20. Equipment Rental.....				
21. Contract Services				
22. Heat, Light, Water				
23. Licenses and Fees.....				
24. Repair and Maintenance				
Government-owned Improvements				
25. Repair and Maintenance				
Concessioner-owned Improvements				
Other (Identify)				
26. _____				
27. _____				
28. _____				
29. TOTAL OTHER DIRECT				
30. TOTAL DIRECT				
31. DEPARTMENTAL INCOME				
(LOSS)				

INSTRUCTIONS

SCHEDULES H and H-1 - Schedules of Departmental Income

General

The Schedule of Departmental Income provides for the identification and presentation of financial data in a form that isolates and defines the operations of each revenue and cost center and provides a basis for internal and external comparisons.

Concessioners providing services at several locations within a park may consolidate the results of the operations by department.

This schedule provides columns for a breakdown of departmental income. The departmental breakdown required is specifically described on Schedule G.

If additional columns are needed, use Continuation Sheet, Schedule H-1. Please number the continuation sheets. Also continue to identify Departmental columns alphabetically, i.e., F, G, etc.

Column A must reflect the total of all entries on all other columns including those on the continuation sheets.

Specific Instructions

- Line 1. Enter the name of the department as identified on Schedule G.
- Line 2. Enter by department the total gross receipts realized by/or accruing to the concession from all sales. Amounts entered should be exclusive of sales, excise, and/or other taxes collected for any taxing authority. If any taxes are included, please indicate.
- Line 3. Self-explanatory.
- Line 4. Subtract line 3 from line 2 and enter amount by department.
- Line 5. Enter by department the beginning inventory. The amounts entered must agree with amounts on line 7, ending inventory of the previous year's report. If not, attach an explanation.
- Line 6. Enter by department the cost of all purchases at gross invoice price less discounts plus transportation, storage, and delivery charges.
- Line 7. Enter by department the amount of the ending inventory.
- Line 8. Subtract line 7 from the sum of lines 5 and 6 and enter amount by department.
- Line 9. Subtract line 8 from line 4 and enter difference by department.
- Line 10. Enter by department the amount of direct salary and wage expense applicable to each.
- Line 11. Enter by department the allocated portion of payroll taxes, health and life insurance, pension expenses, and other related expenses.
- Line 12. Enter by department the sum of lines 10 and 11.
- Lines 13-15. Self-explanatory.
- Line 16. Enter by department the remuneration paid to authorized agents for business secured including travel agents' commissions.
- Line 17. Enter by department the costs incurred for music and entertainment, including films, musicians, piano rental, professional entertainers, etc.

(Continued on reverse of Schedule H-1)

CONCESSIONER:	YEAR ENDING:
SCHEDULE OF DEPARTMENTAL INCOME	SCHEDULE H

	A	B	C	D	E
1. DEPARTMENT	Total All Columns				
2. GROSS RECEIPTS (Sch. A, Line 1)					
3. RETURNS AND ALLOWANCES (Sch. A, Line 2)					
4. NET SALES (Sch. A, Line 3)					
COST OF SALES					
5. Inventory, Beginning					
6. Plus Purchases					
7. Less-Inventory, Ending					
8. TOTAL COST OF SALES (Sch. A, Line 4)					
9. GROSS PROFIT (Sch. A, Line 5)					
DIRECT EXPENSES					
DIRECT LABOR					
10. Salaries and Wages					
11. Payroll Taxes and Benefits					
12. TOTAL DIRECT LABOR					
OTHER DIRECT					
13. Laundry					
14. Uniforms					
15. China, Silver and Glass					
16. Commissions					
17. Music and Entertainment					
18. Operating Supplies					
19. Printing and Stationary					
20. Equipment Rental					
21. Contract Services					
22. Heat, Light, Water					
23. Licenses and Fees					
24. Repair and Maintenance Government-owned Improvements					
25. Repair and Maintenance Concessioner-owned Improvements					
Other (Identify)					
26.					
27.					
28.					
29. TOTAL OTHER DIRECT					
30. TOTAL DIRECT (Sch. A, Line 6)					
31. DEPARTMENTAL INCOME (Loss) (Sch. A, Line 7)					

INSTRUCTIONS

SCHEDULES H and H-1 - Schedules of Departmental Income

(Continued from reverse of Schedule H)

- Line 18. Enter by department the costs incurred for direct operating supplies.
- Lines 19-20. Self-explanatory.
- Line 21. Enter by department the cost of services contracted for with outside concerns, such as the cost of cleaning dining rooms, washing windows, exterminating and disinfecting.
- Line 22. Enter by department the cost of utilities, such as coal, oil, gas, and other fuel, electricity, water and sewage.
- Line 23. Enter by department the expenses incurred for all Federal, State, and local licenses, permits and fees.
- Line 24. Enter by department the costs incurred in connection with the repair and maintenance of Government-owned Improvements. "Government-owned Improvements" are defined in the instructions for Schedule D.
- Line 25. Enter by department the costs incurred in connection with the repair and maintenance of Concessioner-owned Improvements and facilities.
- Lines 26-28. Enter by department the costs incurred for direct expenses not shown elsewhere.
- Line 29. Add lines 13 through 28 and enter the amount by department.
- Line 30. Add lines 12 and 29 and enter the amount by department.
- Line 31. Subtract line 30 from line 9 and enter the amount by department.

CONCESSIONER:	YEAR ENDING:
ADMINISTRATIVE AND GENERAL EXPENSES	SCHEDULE I

1. Officers' Salaries (Sch. J, Line 6).....
2. Other Salaries.....
3. Payroll Taxes and Benefits.....
4. Over and Short.....
5. Credit and Collection.....
6. Bad Debts.....
7. Office Supplies.....
8. Dues and Subscriptions.....
9. Insurance-General.....
10. Travel.....
11. Telephone and Telegraph.....
12. Contributions.....
13. Complimentary.....
14. Management Fees.....
15. Legal Fees.....
16. Accounting and Auditing Fees.....
17. Advertising.....
18. Other (Identify).....
19.
20.
21. TOTAL (Sch. A, Line 8).....

CONCESSIONER:	YEAR ENDING:
INFORMATION ON CORPORATE OWNERS, OFFICERS AND PARTNERS SCHEDULE J	

	Name	Title	% of Time Devoted to Business	% Ownership*			Amount of Total Compensation
				Partnership Interest	Common Stock	Preferred Stock	
1.							
2.							
3.							
4.							
5.							
6.	TOTAL (Sch. I, Line 1)						

* List all owners, officers, or partners owning a 10% or more direct or indirect interest. Sole proprietors should not complete this form.

INSTRUCTIONS
SCHEDULE I - Administrative and General Expenses

- Line 1. Enter the amount from Schedule J, Line 6.
- Line 2. Enter the amount incurred for administrative and general salaries other than officers' salaries and amounts shown on Schedule H, Departmental Income.
- Line 3. Enter the allocated portion of payroll taxes, health and life insurance, pension expenses, and other related expenses applicable to officers' and other salaries.
- Line 4. Enter cash overages and shortages which are not recovered.
- Line 5. Enter the fees paid to credit card companies and the cost of collection services.
- Line 6. Enter the amount of uncollectable accounts or the allowance for doubtful accounts.
- Lines 7-8. Self-explanatory.
- Line 9. Enter the cost of insurance incurred not included on Schedule A, Line 14, or in Payroll Taxes and Benefits.
- Line 10. Enter the amount of travel expenses incurred by officers and employees for business travel.
- Lines 11-13. Self-explanatory.
- Line 14. Enter the fees charged by a management organization or a parent company for executive supervision or management services.
- Lines 15-17. Self-explanatory.
- Lines 18-20. Enter the costs incurred for administrative and general expenses not shown elsewhere.
- Line 21. Add lines 1 through 20 and enter the amount here and on Sch. A, Line 8.

INSTRUCTIONS
SCHEDULE J - Information on Corporate Owners, Officers and Partners

Self-explanatory.

INSTRUCTIONS

SCHEDULE K - Additions to and Disposals of Depreciable Fixed Assets

For each asset acquired or disposed of during the current year, enter the information required in each column by category. Additions and disposals must be totaled by category. The categories are the same as those enumerated on Schedule D and are defined in the instructions to Schedule D. The totals entered on Schedule K must correspond to the amounts entered on Schedule D, Lines 2,3 and 7.

**POLICY FOR THE CONTROL OF BACKFLOW AND CROSS-CONNECTIONS
GLACIER BAY NATIONAL PARK**

TABLE OF CONTENTS

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COMMUNICATIONS

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FORMS

POLICY FOR THE CONTROL OF BACKFLOW AND CROSS-CONNECTIONS GLACIER BAY NATIONAL PARK

Section 1: CROSS-CONNECTION CONTROL - GENERAL POLICY

1.1 Purpose. The purpose of this Policy is:

- 1.1.1. To protect the public and non-public water supply of Bartlett cove and Gustavus Compound from the possibility of contamination or pollution.
- 1.1.2. To promote the elimination or control of existing cross-connections, actual or potential, between the potable water system(s) and non-potable water system(s), plumbing fixtures and industrial piping systems; and,
- 1.1.3. To provide for the maintenance of a continuing program of cross-connection control which will systematically and effectively prevent the contamination or pollution of all potable water systems.

1.1 Responsibility. The Chief of Maintenance shall be responsible for the protection of the public and non-public potable water distribution systems from contamination or pollution through the water service connections. If, in the judgement of GLBA Chief of Maintenance, regional Public Health Service (PHS) representative, or appropriate area regulatory officials, an approved backflow prevention assembly is required for the safety of the water system, the GLBA Chief of Maintenance shall install, or have installed, such an approved backflow prevention assembly.

Section 2: DEFINITIONS

- 2.1 **GLBA Chief of Maintenance.** The GLBA Chief of Maintenance is in charge of the park maintenance and is invested with the authority and responsibility for the implementation of an effective cross-connection control program and for the provisions of this policy.
- 2.2 **Approved.** Accepted by the GLBA Chief of Maintenance as meeting an applicable specification stated or cited in this ordinance, or as suitable for the proposed use.
- 2.3 **Auxiliary Water Supply.** Any water supply on or available to the premises other than the National Park Service approved public water supply will be considered as an auxiliary water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, river, stream, lake, etc., or "used waters" or "industrial fluids". These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the National Park Service does not have any sanitary control.
- 2.4 **Backflow.** The reversal of the normal flow of water caused by either backpressure or backsiphonage.
- 2.5 **Backpressure.** The flow of water or other liquids, mixtures or substances under pressure into the distribution pipes of a potable water supply system from any source or sources other than the intended source.

- 2.6 **Backsiphonage.** The flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply from any source other than its intended source caused by the reduction of pressure in the potable water supply system.
- 2.7 **Backflow Preventer.** An assembly or means designed to prevent backflow.
- 2.7.1 **Air-Gap.** The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood level rim of the vessel. An approved air-gap shall be at least double the diameter of the supply pipe, measured vertically, above the overflow rim of the vessel; and in no case less than one inch.
- 2.7.2 **Reduced Pressure Principle Assembly.** An assembly of two independently acting approved check valves together with a hydraulically operating, mechanically independent differential pressure relief valve located between the check valves and at the same time below the first check valve. The unit shall include properly located resilient seated test cocks and resilient seated shut-off valves at each end of the assembly. The entire assembly shall meet the design and performance specifications as determined by the Foundation for Cross Connection Control and Hydraulic Research at the University of Southern California (USC), University Park, Los Angeles, California 90089, for backflow prevention assemblies. The assembly shall operate to maintain the pressure in the zone between the two check valves at an acceptable level less than the pressure on the public water supply side of the assembly. At cessation of a normal flow the pressure between the two check valves shall be less than the pressure on the public supply side of the assembly. In case of leakage of either of the check valves, the differential relief valve shall operate to maintain the reduced pressure in the zone between the check valves by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere. To be approved these assemblies must be readily accessible for in-line testing and maintenance and be installed in a location where no part of the assembly will be submerged.
- 2.7.2.1 **Double Check Valve Assembly.** An assembly of two independently operating approved check valves with resilient seated shut-off valves on each end of the check valves, plus properly located resilient seated test cocks for the testing of each check valve. The entire assembly shall meet the design and performance specifications as determined by the aforementioned Foundation for Cross Connection Control at USC for backflow prevention assemblies. To be approved these assemblies must be readily accessible for in-line testing and maintenance.
- 2.8 **Contamination.** Means an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual or potential hazard to the public health through poisoning or through the spread of disease.

- 2.9 **Cross-Connection.** Any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems one of which contains potable water and the other nonpotable water or industrial fluids of questionable safety, through which, or because of which, backflow may occur into the potable water system. This would include any temporary connections, such as swing connections, removable sections, four way plug valves, spools, dummy section of pipe, swivel or change-over devices or sliding multiport tube.
- 2.10 **Cross-Connections - controlled.** A connection between a potable water system and a nonpotable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard
- 2.11 **Cross-Connection Control by Containment.** The installation of an approved backflow prevention assembly at the water service connection to any building where it is physically and economically infeasible to find and permanently eliminate or control all actual or potential cross-connections within the building owner's water system; or, it shall mean the installation of an approved backflow prevention assembly on the service line leading to and supplying a portion of a building's water system where there are actual or potential cross-connections which cannot be effectively eliminated or controlled at the point of the cross-connection.
- 2.12 **Hazard, Degree of.** The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.
- Hazard – Health.** Any condition, device, or practice in the water supply system and its operation, which could create, or in the judgement of the GLBA Chief of Maintenance, regional PHS representative, or the appropriate area regulatory officials, may create a danger to the health and well being of the water consumer.
- Hazard – Plumbing.** A plumbing type cross-connection in a consumer's potable water system that has not been properly protected by an approved air-gap or approved backflow prevention assembly.
- 2.12.2 **Hazard – Pollution.** An actual or potential threat to the physical properties of the water system or to the potability of the public or the consumer's potable water system but which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.
- 2.12.2.1 **Hazard – System.** An actual or potential threat of severe damage to the physical properties of the public potable water system, or the consumer's potable water system, or of a pollution or contamination which would have a protracted affect on the quality of the potable water in the system.
- 2.13 **Industrial Fluids System.** Any system containing a fluid or solution, which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration

such as would constitute a health, system, pollution or plumbing hazard if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated waters; all types of processed waters and “used waters” originating from the public potable water system which may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalies; circulating cooling waters connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, irrigation canals or systems, etc.; oils, gases, glycerin, paraffin's, caustic and acid solutions and other liquid and gaseous fluids used in industrial or other purposes or for fire-fighting purposes, re-circulating hot water systems, hot water heating systems, solar systems with antifreeze solutions, and charged fire systems.

- 2.14 **Pollution.** Means the presence of any foreign substance (organic, inorganic, or biological) in water which tends to degrade the water quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect such waters for domestic use.
- 2.15 **Water-Potable.** Any water which, according to recognized standards, is safe for human consumption.
- 2.16 **Water - Nonpotable.** Water which is not safe for human consumption or which is of questionable potability.

Section 1.01 Section 3: REQUIREMENTS

3.1 Water System

- 3.1.1 The water system shall be considered as made up of two parts: The Utility System and the Building System.
- 3.1.2 Utility System shall consist of the source facilities and the distribution system; and shall include all those facilities of the water system up to the point where the building system begins.
- 3.1.3 The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system.
- 3.1.4 The distribution system shall include the network of conduits used for the delivery of water from the source to the building system
- 3.1.5 The building system shall include those parts of the facilities beyond the termination of the distribution system, which are utilized in conveying delivered domestic water to points of use.

3.2 Policy

- 3.2.1 No water service connection to any premises shall be installed or maintained by the National Park Service unless the water supply is protected by State laws and regulations and this Cross-Connection and Backflow Prevention Policy. Service of water to any premises shall be discontinued by the National Park Service if a backflow prevention assembly required by this Cross-Connection and Backflow Prevention Policy is not installed, tested and maintained, or if it is found that a backflow prevention assembly has been removed, by-passed, or if any unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.
- 3.2.2 The building system should be open for inspection at all reasonable times to authorized representative of the National Park Service to determine whether cross-connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the Park Chief of Maintenance shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until the building owner has corrected the condition(s) in conformance with the State and local statutes relating to plumbing and water supplies and the regulations adopted pursuant thereto.
- 3.2.3 An approved backflow prevention assembly shall also be installed on each service line to a building water system at or near the property line if relevant, or immediately inside the building being served; but in all cases, before the first branch line leading off the service line wherever the following conditions exists:
- 3.2.3.a. In the case of premises having an auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional source by the Park Chief of Maintenance or regional Public Health Service representative, the public water system shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line appropriate to the degree of hazard.
- 3.2.3b. In the case of premises on which industrial fluids, sewage, or any other objectionable substance is handled in such a fashion as to create an actual or potential hazard to the public water system, the public system shall be protected against backflow prevention assembly in the service line appropriate to the degree of hazard. This shall include the

handling of process waters and water originating from the utility system, which has been subjected to deterioration in quality.

- 3.2.3.c. In the case of premises having (1) an internal cross-connection that cannot be permanently corrected or controlled, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist, the public or non-public water system shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line.

3.2.4 The type of protective assembly required under subsections 3.2.3.a, b, and c shall depend upon the degree of hazard, which exists as follows:

- 3.2.4.a In case of any premises where there is an auxiliary water supply as stated in subsection 3.2.3.a of this section and it is not subject to regulations by the National Park Service, the public or non-public water system shall be protected by an approved air-gap separation or an approved reduced pressure principle backflow prevention assembly.
- 3.2.4.b In the case of any premises where there is water or a substance(s) that would be objectionable but not hazardous to health if introduced into the public or non-public water system, the public or non-public water system shall be protected by an approved double check valve assembly.
- 3.2.4.c In any case of any premises where there is any material dangerous to health which is dandled in such a fashion as to create an actual or potential hazard to the public or non-public water system, the public or non-public water system shall be protected by a approved air-gap separation or an approved reduced pressure principle backflow prevention assembly. Examples of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, laboratories.
- 3.2.4.d In the case of any premises where there are "uncontrolled" cross-connections, either actual or potential, the public or non-public water system shall be protected by an approved air-gap separation or an approved reduced pressure principle backflow prevention assembly at the service connection.

- 3.2.4.d.1 Any backflow prevention assembly required herein shall be a model and size approved by the Park Chief of Maintenance. The term "Approved Backflow Assembly" shall mean an assembly that has been manufactured in full conformance with the latest standard established by the American Water Works Association entitled:

AWWA C506 Standards for Reduced Pressure Principle and Double Check valve Backflow Prevention Devices;

And, have met completely the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California established by the most current issue of:

MANUAL OF CROSS-CONNECTION CONTROL.
Specifications of Backflow Prevention Assemblies -
Section 10

Said **AWWA** and **FCCC&HR** standards and specifications have been adopted by the Park Chief of Maintenance. Final approval shall be evidenced by a "Certificate of Approval" issued by an approved testing laboratory certifying full compliance with the said **AWWA** standards and **FCCC&HR** specifications.

The following testing laboratory has been qualified by the Park Chief of Maintenance to test and certify backflow prevents:

Foundation for Cross-Connection Control and Hydraulic
Research
University of Southern California
University Park
Los Angeles, California 90089

Testing laboratories other than the laboratory listed above will be added to an approved list as the Park Chief of Maintenance qualifies them.

Backflow preventors which may be subjected to backpressure or backsiphonage that have been fully tested and have been granted a Certificate of Approval by said qualified laboratory and are listed on the laboratory's current list of "Approved Backflow Prevention Assemblies" may be used without further qualification. However, annual testing by a state certified backflow

prevention specialist is required to ensure proper continual operation.

- 3.2.5 It shall be the duty of the building owner at any premises where backflow prevention assemblies are installed to have certified inspections and operational tests made upon installation and at least once per year. In those instances where the Park Chief of Maintenance deems the hazard to be great enough he may require certified inspections at more frequent intervals. These inspections and tests shall be at the expense of the building owner and shall be performed by a state certified tester. It shall be the duty of the Park Chief of Maintenance to see that these tests are made in a timely manner. The building owner shall notify the Park Chief of Maintenance in advance when the tests are to be undertaken so that an official representative may witness the tests if so desired. These assemblies shall be repaired, overhauled or replaced at the expense of the building owner whenever said assemblies are found to be defective. Records of such tests, repairs, and overhaul shall be kept and made available to the in advance when the tests are to be undertaken so that an official representative may witness the tests if so desired. These assemblies shall be repaired, overhauled or replaced at the expense of the building owner whenever said assemblies are found to be defective. Records of such tests, repairs, and overhaul shall be kept and made available to the Park Chief of Maintenance or the regional Public Health Service representative.
- 3.2.6 All presently installed backflow assemblies which do not meet the requirements of this section but were approved assemblies for the purpose described herein at the time of installation and which have been properly maintained, shall, except for the inspection and maintenance requirements under subsection 3.2.6, be excluded from the requirements of these rules so long as the Park Chief of Maintenance and the regional Public Health Service representative are assured that they will satisfactorily protect the utility system. Whenever the existing assembly is moved from its present location or requires more than the minimum maintenance or when the Park Chief of Maintenance or the regional Public Health Service representative finds that the maintenance constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting all the requirements of this section.

STATE CERTIFIED CROSS CONNECTION CONTROL PROGRAM SPECIALISTS

NAME: LAST, FIRST

CERTIFICATE NO / EXP DATE[illegible][illegible]

SECTION 1.02 ANNUAL REVIEW RECORD

Section 1.03 Glacier Bay National Park and Preserve Policy 00-00 April 8, 2000

(i) Backflow and Cross Connections Control Policy and Procedures

REVIEW RECORD

Glacier Bay National Park and Preserve Policy 00-00

Backflow and Cross Connections Control Policy and Procedures

[illegible]

TRAINING RECORD

Glacier Bay National Park and Preserve

SUBJECT: *Backflow and Cross Connections Control*

THE FOLLOWING MATERIAL WAS COVERED CONCERNING THE ABOVE SUBJECT:

Training Instructor: _____

Name

Signature

[illegible]



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE

P.O. BOX 37127

WASHINGTON, D.C. 20013-7127

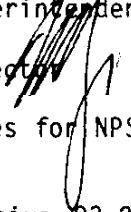
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JUNE 20, 1985

Annual Review

SPECIAL DIRECTIVE 83-2 (Revised)

To: Directorate, Field Directorate, WASO Division Chiefs and Park Superintendents

From: Director  William Penn Mott, Jr.

Subject: Rates for NPS-Produced Utilities

Special Directive 83-2, dated May 9, 1983, "New Policy on NPS-Produced Utility Rates," is superseded by this revision. All copies of that directive should be removed from the files and destroyed. Attached are guidelines for implementing the National Park Service's policy on utility rates.

Two significant changes in the guidelines were initially made by the Director in a memorandum dated May 14, 1984 to the Regional Directors. These changes are incorporated in this revised Special Directive:

1. The only indirect costs (overhead) to be included in the determination of operating cost will be those directly related to park administrative costs; a flat percentage will be used Servicewide. These costs will be recovered in the utility rates by adding 15 percent of direct costs onto the direct park utility operating costs. WASO, Service Center, and Regional Office overhead costs are not included but an appropriate proportion of those park costs paid out of WASO or Regional accounts for postage, FTS, etc., are included in the calculation of the 15 percent and amount to one percent.

2. Where operating costs are increased significantly by resource management and protection practices and would, therefore, have an impact on the utility rates, an adjustment should be made which deletes those costs attributable to resource management or protection from the operating cost calculations.

In addition to these changes, in response to the Inspector General's recommendation that the NPS require inflationary factors be applied to historical cost and comparability data when developing new utility rates, the guidelines now allow for the application of inflationary factors when appropriate.

It is the policy of the National Park Service to:

1. Charge rates for NPS-produced utilities based on operating costs (not including existing capital investments) or comparability, whichever is greater, to all users except NPS employees. Concessioners will be permitted to pass through costs exceeding comparability.

2. Continue to charge NPS employees on the basis of comparability in accordance with current law and implementing guidance, including OMB Circular A-45 (Policy governing charges for rental quarters and related facilities), the Departmental Quarters Handbook, and NPS-36 (Government Furnished Quarters Guideline).

3. Permit charges to be adjusted (no lower than comparability) where operating costs are extraordinarily high and cannot practicably be passed through in total to the visitor through price increases, i.e., allow adjustments to rates where passing through the excess of operating costs over comparability would jeopardize the economic viability of the concessioner.

This policy applies to all water, sewer, solid waste, electricity, and heating services produced or provided by the National Park Service to non-NPS users.

The current policy is based on a study of NPS-produced utilities and is supported by a formal opinion issued by the Office of the Solicitor (attached). The policy has been approved by the Director of the National Park Service and concurred in by the Secretary of the Interior and the Director of the Office of Management and Budget.

The National Park Service is required by law to recover the costs of utilities provided to non-NPS users. The Office of Management and Budget and the Inspector General were recommending that the National Park Service charge rates for utilities based on full costs including operating costs, capital investment cost or value, and imputed interest on the capital investment.

The National Park Service mission involves making parks available for the use and enjoyment of the public and the utility infrastructure is necessary to support appropriate visitor use. Park utilities, however, are often more expensive to construct and operate for environmental, physical and public policy reasons. Accordingly, because of the generally higher inherent costs in providing utilities within the National Park System and because NPS has the responsibility to provide for the public use and enjoyment of the parks to which utility services are basic, this policy does not establish rates to recover the capital costs of the existing physical plant and represents a compromise between charging full costs and the previous practice of charging comparability.

It is the intent of this policy to foster an equitable balance of three factors: a reasonable level of cost recovery by the National Park Service; reasonably priced visitor services; and a reasonable opportunity for the concessioner to realize a profit. This policy on utilities was adopted because of its equity to the parties involved--the visitors, the concessioners and other users, the Park Service, NPS employees, and the taxpayers.

While utility charges will not include the installation and other capital costs of the physical plant for existing utility systems, the National Park Service will continue to explore the possibility of cost-sharing or other means of recovering the costs of future capital investments. The Service has in the past participated in cost-sharing with municipalities where a park unit uses the municipal system and has had concessioners provide or share the cost of utility systems where the concessioner was the major user. Cost-sharing and other means of capital cost recovery should be pursued in the planning and financing of new or expanded utility systems and when major rehabilitation or replacement occurs.

Utility operations are funded from a park unit's annual base ONPS allocation and utility charges are reimbursed to the park. Therefore, to the extent that operational costs attributable to non-NPS users have not in the past been covered by utility charges, the park unit has been "subsidizing" those users. Further, such unreimbursed costs limit the park unit's ability to fund other operation and maintenance needs, e.g., seasonal rangers, trail repairs, and wildlife management. This policy will result in parks being reimbursed for a larger portion of the operating costs of utilities.

In what are expected to be rare instances, the new policy has a mechanism for exceptions when additional utility costs will cause the prices of visitors goods and services to be so high as to impair their marketability and seriously jeopardize the economic viability of the concessioner.

Any waiver of this policy may only be granted by the Director, National Park Service.



UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON, D.C. 20240

APR 05 1983

MEMORANDUM

TO: Director, National Park Service

FROM: Associate Solicitor, Conservation and Wildlife

SUBJECT: National Park Service Utility Charges

This responds to your request for our opinion as to whether in special circumstances the National Park Service ("NPS") may charge concessioners and other non-governmental entities operating in areas of the national park system less than actual cost for utility services provided to them by NPS.

You have advised us that NPS constructs and operates utility facilities and services (sewer, water, solid waste, electricity) in many of the larger or more remote areas of the national park system. In addition, NPS, in some instances, purchases utility services from utility companies and makes the service (e.g. electricity and water) available to non-governmental entities operating in a park area (such as concessioners, inholders, and permittees). NPS and the Department are now reviewing the charges NPS makes for these utility services in order to assure that at least the costs of providing the services are recovered, except as discussed further below.

The specific authority under which NPS makes such utility services available is found in paragraph 4 of Section 1 of the Act of August 8, 1953, 16 U.S.C. 1b4 which states as follows:

"4. Furnishing [by NPS], on a reimbursement of appropriations basis, all types of utility services to concessioners, contractors, permittees, or other users of such services, within the National Park System: Provided, that reimbursements for cost of such utility services may be credited to the appropriation current at the time reimbursements are received".

In addition, provision of such utility services is subject to the Independent Offices Appropriations Act, 1952, Pub. L. No. 82-137, § 501, 31 U.S.C. § 483a ("IOAA") which states as follows in pertinent part:

It is the sense of the Congress that any work, service, publication, report, document, benefit, privilege, authority, use, franchise, license, permit, certificate, registration or similar thing of value or utility performed, furnished, provided, granted, prepared, or issued by any Federal agency * * * to or for any person groups, associations, organizations, partnerships, corporations, or businesses * * * shall be selfsustaining to the full extent possible, and the head of each Federal agency is authorized by regulation (which, in the case of agencies in the executive branch, shall be as uniform as practicable and subject to such policies as the President may prescribe) to prescribe therefor such fee, charge, or price, if any, as he shall determine, in case none exists, or redetermine, in case of any existing one, to be fair and equitable taking into consideration direct and indirect cost to the Government, value to the recipient, public policy or interest served, and other pertinent facts, and any amount so determined or redetermined shall be collected and paid into the Treasury as miscellaneous receipts * * *.

Finally, Bureau of the Budget Circular No. A-25, issued under the authority of the IOAA, articulates a Government-wide policy with respect to charges for "all Federal activities which convey special benefits to recipients above and beyond those accruing to the public at large".

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These authorities generally contemplate the recovery of costs to the government when providing specialized services to third parties. However, we understand that in making your review of NPS utility pricing practices in this regard, you have concluded that, in certain circumstances, charging actual costs for utility services to third parties may frustrate the ability of NPS to carry out its statutory responsibilities to preserve and protect areas of the national park system and to provide for their enjoyment by the public. 16 U.S.C. 1. In some instances, the cost of producing electricity by diesel generator in a remote area of a national park may be so high as to price lodging units beyond what park visitors can reasonably be expected to pay, thereby frustrating the ability of NPS to make public accommodations available in that area of the park. For example, several small NPS concessioners with respective gross receipts of \$250,000 or less would have their utility bills raised by approximately \$15,000 annually if actual costs had to be charged. The concessioners would have great difficulty in absorbing or passing along this price increase to visitors. In some instances, marginal operations could be forced out of business.

Because of these and similar circumstances, you are presently considering the adoption of a policy which, in general terms, would permit NPS to charge less than actual costs for utility services to non-governmental entities when the entity is performing services or providing facilities necessary to the proper preservation, protection and enjoyment of an area of the national park system and which, if actual costs were charged, would not be financially feasible to undertake. In this regard, we note that 31 U.S.C. 483a, set forth above, does contemplate that there are circumstances in which full cost recovery may not be required as it authorizes the establishment of "fair and equitable" charges, "taking into consideration direct and indirect cost to the Government, value to the recipient, public policy or interest served and other pertinent facts". (Emphasis added.) It is your view that it is in the public interest to provide utility services at less than actual cost within the meaning of 31 U.S.C. 483a when necessary to enable NPS to carry out its statutory responsibilities with respect to preservation, protection and public enjoyment of the national park system. The less than actual cost charges developed in these circumstances however, would not be less than comparable rates for public utilities in the general area of a particular park.

In our opinion, this is a valid interpretation of the authorities discussed above. In this connection, we also note that by letter of March 7, 1983, the Director, Office of Management and Budget, concurred in this interpretation in response to a February 3, 1983, letter from Secretary Watt.

If we may be of further assistance, please call Lars Hanslin of this office.

(Sgd.) J. Roy Spradley, Jr.

J. Roy Spradley, Jr.

cc: Docket
Chron C5X 2
Div. File
/LHanslin: jo
4/4/83 - 5569A

GUIDELINES FOR IMPLEMENTATION OF COST BASED UTILITY CHARGES

Utilities Included

These guidelines apply to all water, sewer, solid waste, electricity, and heating services produced or provided directly by the National Park Service to non-NPS users.

Determining Operating Costs and Comparability

Determinations of costs and rates will be made at the park level, with Regional Office review and approval of the rate structure.

Since rates are to be based on actual operating costs or comparability whichever is the greater, it will be necessary to determine both.

Comparable utility rates are determined by examining the charges for like services in areas used to determine comparability for other park activities. Generally speaking, the applicable rates will be those charged for utilities in the same locations that are used to determine comparable rates for concessioner goods and services and for employee housing. Comparable rates need not necessarily be rates for a comparable utility system but rather for a comparable utility service.

Operating costs should be determined by calculating the costs of personnel (salaries and benefits), equipment, supplies, maintenance, and other direct expenses and including indirect expenses (overhead). Cyclic maintenance and other applicable periodic costs should be calculated and an appropriate proportion costed against each year's operating costs. Information on determining direct and indirect expenses is outlined in Attachments A and B.

The indirect costs (overhead) to be included in the determination of operating cost will be those directly related to park administrative costs; a flat percentage will be used Servicewide. These costs will be recovered in the utility rates by adding 15 percent of direct costs onto the direct park utility operating costs. WASO, Service Center, and Regional Office overhead costs are not included but an appropriate proportion of park costs which are paid out of WASO or Regional accounts for postage, FTS, etc., are included in the calculation of the 15 percent and amount to one percent.

Direct costs may be calculated from accounting data, other records and supportable estimates. A more complete list of items to be included in direct costs for various types of utilities is found in Attachments A and B. Direct costs will include a leave surcharge and a proportion of cyclic costs. Capital costs are not a factor in the rate base (unless there is some form of agreement with the user on cost-sharing), nor is depreciation. Excluded capital costs include the amortization of vehicles and heavy equipment.

In determining direct operating costs, cost data should be based on a recent 12-month period. Where operating costs are increased significantly by resource management and protection practices and considerations which have an impact on operating costs (and the utility rates), an adjustment should be made which deletes those costs attributable to resource management or protection from the operating costs calculations. In addition, operating costs can be adjusted either up or down to reflect reasonably anticipated changes in costs (e.g., a known increase in electricity charges for pumping) or to take account of inflationary factors (e.g., the yearly inflation rate, or the amount of the Federal pay comparability increase where salaries are a significant component of operating costs). Known inflationary factors and anticipated costs should be applied to adjust operating cost data prior to making the comparison with comparable utility rates.

Unanticipated expenses incurred or savings realized may be factored into the following year's rates, though rates may not be set below comparability. End of year payments by users or rebates by NPS to equalize actual costs and payments will not be made.

Establishing Rates Based on Operating Costs

Under this policy rates will normally be set and applied parkwide for each type of utility system, i.e., a single park rate for water, sewer, etc.. There may, however, be some instances when it would be desirable to set rates based on the operating costs of individual utility operations where independent utility operations are serving different users in the same park. The single park rate approach is preferable.

There are several permissible structures that can be used for establishing rates. These rate structures are described below. In addition, it would also be possible to combine aspects of more than one of the rate structures. However, whatever rate structure is adopted must be designed to fully recover estimated operating costs for the rate year. When

established, the rate structure for each park (not the actual rate) must be approved in writing by the Regional Director. Changes in the rate structure (not the rates) must also be approved in writing by the Regional Director.

The structure adopted should be as equitable as possible to all users and should be justified as being the appropriate system in seeking the Regional Director's approval. The structure should be adopted with care and with the anticipation that the same structure (not the same rates) will be continued into the foreseeable future. If for some reason, it becomes apparent that a change should be made in the rate structure, that change should be proposed and justified to the Regional Director for approval.

The simplest form of rate structure is the single unit rate structure. It is derived by dividing the total operating costs by the total number of units of utility service produced. This results in a uniform rate equal to the cost per unit of utility service. This unit rate structure is the easiest to determine, is likely to be more accurate in projecting cost recovery and is the simplest to manage administratively.

A variable or differential rate structure, however, can be used to serve specific goals. For example, where it is possible and desirable to encourage conservation and reduce usage, it may be useful to charge higher rates during what would normally be periods of heavy (peak) usage. This would be a rate structure which varies by time of use--time of day or time of year (season). Rate structures can also vary by class of user, however, except for the two classes inherent in this policy--NPS users and non-NPS users--no further variation by class of user should be adopted in implementing this policy.

A differential rate structure may reduce consumption particularly during high rate periods and make usage during peak and off-peak periods more even because, to save money, users are motivated to reduce utility usage or shift it from peak periods. The rates for this structure should be set with the anticipation that there will be reduced consumption as a usage response to the price change. In addition to the general benefits of conservation, reduced or redistributed usage may eliminate or at least postpone the need to expand the capacity of the utility physical plant.

Another possible rate structure is a flat fee plus unit charge. The flat fee is assessed for a period of time (monthly, semi-annually, or annually) with an additional charge for each unit used. This system is useful in situations where the system has a high percentage of fixed costs which would not be decreased by reduced usage. In those cases, a high unit rate might tend to discourage usage but costs would not be commensurately reduced and the park unit might find that the charges do not cover the full operating costs.

The flat fee in the flat fee plus unit charge rate structure is often used to recover the capital costs of the system, not a factor in the NPS rate structure. However, such a system could be used by a park unit to recover through the flat fee some of the fixed costs not affected by usage and the unit charge could recover variable operating costs.

Determining Usage

Many parks do not have meters or other means of measuring the usage of all users. Some parks are partially metered. Very few are fully metered though that is the eventual goal. Most park units, however, are able to accurately determine the number of total units produced.

While it is desirable to have the most accurate measures possible, metering can be expensive to install. It is essential to have meters where a variable or differential rate structure is to be used in order to record the variations in usage. It is also likely to prove cost effective to meter large users. In addition to the value of meters for determining usage, it is also important and helpful to keep good records and monitor periodic usage and usage patterns. This data can help guide operation of the system at optimum efficiency.

Under this policy and the implementing system, utility charges should be based on estimates where meters do not exist.

Determining the Difference Between Comparability and Operating Costs

The parks must compare the comparable rates with the operating cost rates to determine the appropriate basis of charging comparability or operating costs whichever is higher. It may be that the rate structure proposed by the park and the rate structure used by the comparable utility are not the same. While it might be more convenient if they were, the comparison can be accomplished by computing the total projected utility bill for the same period of usage (with appropriate adjustment for projected usage changes) under both comparability and operating costs.

The difference between operating costs and comparability should be determined based on the total projected utility billing for the same time period for all users. If the total projected billing is higher under comparability, the comparability rates should be charged by NPS. If the total projected billing is higher with NPS rates based on operating costs, those rates should be charged. When rates based on operating costs are charged, concessioners will be permitted to pass through those charges in excess of comparability through an adjustment factor in the rate approval program. (See Concessions Guideline, NPS-48, Chapter 18, paragraph F.)

Exceptions Based on Financial Feasibility

In a few instances, it appears that recovering the actual operating costs for utility services when they exceed comparability may threaten the economic viability of certain concession operations. Destroying the economic viability of a concessioner to provide visitor services that are "necessary and appropriate for public use and enjoyment" of the park, would frustrate the ability of NPS to carry out its statutory responsibilities to preserve and protect areas of the National Park System and to provide for their use and enjoyment by the public. Therefore, under this policy, the Regional Director can make exceptions (not a waiver of the policy) to permit utility charges to be reduced below actual operating costs, but under no circumstances below comparability. An exception will constitute a percentage reduction in the charge to a user, not a change in the basic rate. Utility bills should reflect both the charges at the established rate and the amount due at the reduced charge.

The request for exception must be made by the concessioner to the Superintendent. The Superintendent should investigate the concessioner request and forward the request along with relevant analysis and information and a recommendation to the Regional Director for decision. Such requests will be granted only where it can be documented that utility charges based on actual operating costs cannot be passed through to the visitor or paid by the concessioner without seriously damaging the marketability of the concessioner's goods and services or otherwise threatening the economic viability of the concession. Requests for exception must be made yearly; approvals are only valid for one year. Additional requests for exception must be made by the concessioner on an annual basis. Procedures for documenting and approving exceptions are set forth in NPS Concessions Guidelines, Chapter 18, paragraph F.2.

The Regional Director can make a determination to set the charges at an appropriate level between comparability and actual operating costs but may not approve rates below comparability.

Implementation

Concessioner rates for visitor goods and services are already established based on comparable charges for such goods and services in comparable locations. These comparable charges are presumed to include comparable expenses including utilities; therefore, the most current comparable utility rates are included in the approved rates for concessioner goods and services and should be collected by NPS. Further, as a matter of established and continuing policy, NPS employees are to be charged comparable rates for utilities.

Utility rates must be reviewed and updated on a yearly basis. All users should be given 60 days notice of a change in rates. This will generally mean notification no later than August 1 of rates to be effective at the beginning of the Fiscal Year. Concessioners are to be notified of utility rate changes far enough in advance so that advertising material can be printed to reflect the new utility charges. The notification should occur about the same time each year.

Unless there are extraordinary circumstances which merit special consideration for an extension of implementation, utility charges should be no lower than comparability. Requests for a phase-in extension will be handled on a case-by-case basis in accordance with the procedures below.

If it is determined that rates under comparability are greater than actual operating costs, implementation should proceed following notification. If operating cost based rates exceed those under comparability, the following approach should be followed:

1. Determine the appropriate rate structure and proposed rates to be charged based on actual operating costs. Submit rate structure and changes in rate structure to Regional Director for approval.

2. After approval, notify concessioners and other utility consumers and after 60 days notice, institute new utility rates for all users.

3. Concessioners notified of a utility rate increase may:

- absorb the rate increase;
- increase prices for goods and services to the extent that operating cost utility rates exceed comparable utility rates (through the rate approval process);
- request an exception or phase-in extension or;
- any combination of the above.

If the concessioner elects to request a rate change, an exception or a phase-in extension, a request must be submitted to the Superintendent not later than 15 days after notification of the utility rate increase. Rate change requests must be acted upon by the Superintendent not later than 15 days after the request. Exceptions or phase-in extensions must be acted upon by the Regional Director within 45 days of the request. Procedures for documenting and approving price increases and exceptions are set forth in the Concessions Guidelines, NPS-48, Chapter 18.

Where utility rate increases are substantial and will have a significant adverse impact on a concessioner's viability or operation, the Regional Director can approve a phase-in extension to full implementation. No such approval may be granted, however, without the concurrent negotiation and approval of an implementation schedule which will accomplish full implementation within a reasonable timeframe.

Waiver of Utility Policy

Any waiver of this policy may only be granted by the Director, National Park Service.

ATTACHMENT A: DETERMINATION OF OPERATING COSTS

Direct Costs

Operating costs are determined by the establishment of a Project Management Plan (Form 10-451) in PFM for each utility operation. All expenditures for personal services (salaries and benefits, excluding leave taken which must be charged to a separate account); travel, supplies and materials, and equipment directly associated with the utility will be shown on the 10-451.

Direct costs should be calculated on the most recent 12-month period for which data are available. (See Attachment B for categories of direct costs.)

Where operating costs are increased significantly by resource management and protection practices and considerations and have an impact on operating costs (and the utility rates), an adjustment should be made which deletes those costs attributable to resource management or protection from the operating costs calculations. In addition, operating costs can be adjusted either up or down to reflect reasonably anticipated changes in costs (e.g., a known increase in electricity charges for pumping or to take account of inflationary factors (e.g., the yearly inflation rate, or the amount of the Federal pay comparability increase where salaries are a significant component of operating costs). Known inflationary factors and anticipated costs should be applied to adjust operating cost data prior to making a comparison with comparable utility rates.

Unanticipated expenses incurred or savings realized may be factored into the following year's rates, though rates may not be set below comparability. End of year payments by users or rebates by NPS to equalize actual costs and payments will not be made.

Direct costs will be determined by adding a leave surcharge to the total accrued expenditures in the project. The leave surcharge is computed by multiplying personal service charges (including accrued payrolls) by a percentage factor of 10.5 percent. This factor may be calculated and changed periodically by the Finance Division.

Cyclic maintenance costs should be divided by the number of years in the maintenance cycle for each cost and the appropriate per year portion included. Cyclic maintenance costs include the repair and replacement of component parts of process equipment but should not include significant capital improvements which result in upgrading the system. Avoid counting salaries and benefits twice (for both routine and cyclic maintenance) for hours employed in maintenance activities.

Acquisition costs for vehicles and heavy equipment (object class 3110) are capital costs and should not be included.

The attributable costs of any leased equipment or vehicles must be added as a direct cost. Costs for any GSA leased space for the utility services at the park level must be added as a direct cost. The cost of GSA leased space, where applicable, can be obtained from the WASU Administrative Services Division.

Extraordinary costs associated with utility production and attributable to resource management and protection practices are to be subtracted before totalling direct costs.

A Park Utility Operation Costs Worksheet is outlined on page A-3.

Indirect Costs

To determine the full cost of the operation of the utility, indirect costs (overhead) must be applied. The indirect costs (overhead) to be included in the determination of operating cost will be those directly related to park administrative costs; a flat percentage will be used Servicewide. These costs will be recovered in the utility rates by adding 15 percent of direct costs onto the direct park utility operating costs. WASO, Service Center, and Regional Office overhead costs are not included but an appropriate proportion of park costs which are paid out of WASO or Regional accounts for postage, FTS, etc., are included in the calculation of the 15 percent and amount to one percent. The following are the components of the indirect cost factor:

Park Administrative Costs of Parks with Utility Systems This factor is based on the average park administrative costs (WES 105 & 110) for parks that produce utilities. (14 percent)

Park Administrative Costs Funded by WASO and Regional Offices These Washington and Regional Offices funded park costs include the parks' proportion of postage, unemployment benefits, workman's compensation, and Federal Telecommunications Service (FTS) expenses. (1 percent)

PARK UTILITY OPERATION COSTS

WORKSHEET

Park Name _____ FY _____

Utility _____

Project Account No. _____

Hours Worked In Project Account _____

Direct Costs:

Personal Services (Pay & Benefits)	(1)\$	_____
Leave Surcharge (10.5% of Line 1)	(2)	_____ (+)
Non-Capital Equipment (Exclude Capital Equipment)	(3)	_____ (+)
GSA Leased Space	(4)	_____ (+)
All Other Expenditures	(5)	_____ (+)
Cyclic Maintenance	(6)	_____ (+)
Subtotal Direct Costs	(7)\$	_____
Minus Extraordinary Res. Mgmt. Costs	(8)	_____ (-)
Total Direct Costs	(9)\$	_____

Indirect Costs:

15% of Total Direct Costs (15% of Line 9) (10)\$ _____ (+)

TOTAL OPERATING COST (Direct + Indirect Costs--Line 9 + Line 10) (11)\$=====

ATTACHMENT B: DIRECT COSTS OF UTILITY SYSTEMS

Water Systems (Potable and Irrigation)

The direct costs of treatment, storage and distribution of water will vary depending on the type of treatment required, the amount of energy required for pumping, the storage requirements and the distribution system layout. In general, calculations of operating costs should include:

1. All personal services, supplies, power, and equipment repairs necessary to operate and maintain potable water facilities in accordance with Federal and State standards.
2. Maintenance projects (including replacement of equipment components of the system) necessary for the operation of the utility funded from ONPS or Cyclic Maintenance (Type 280) accounts. Cyclic maintenance costs and other costs of a periodic nature should be allocated as a cost element over the appropriate number of years.

The kinds of operation and maintenance costs which should be included where appropriate in calculating the operating costs of water systems include but are not limited to:

1. Inspections and testing.
2. Repair and replacement of valves, hydrants, meters and other appurtenances.
3. Replacement of water line if less than 1,000 feet.
4. Cleaning, painting and sealing water storage reservoirs.
5. Maintenance on raw water reservoirs, intakes and transmission lines.
6. Repair and/or replacement of electrical and mechanical components of the treatment process.
7. Chemical costs associated with the treatment process.
8. Utilities and maintenance costs for any structures housing treatment and pumping equipment.
9. Replacement of filter media and cartridge-type filters.
10. Backwash pond cleaning and maintenance including sludge removal.

11. Laboratory equipment or fees necessary to monitor process, control and obtain reporting data as required by regulatory agencies.
12. Cleaning and repairing distribution systems.
13. Winterizing and de-winterizing the system.
14. Removal of animals, vegetation and other obstructions (ice) from intakes.
15. State certification and licensing fees for plants and training costs for operators.
16. Cost of special maintenance assistance/engineers to monitor and improve performance.

Wastewater Systems (Sewage)

The direct costs of waste water collection, treatment and disposal will vary depending on the type of facilities--septic tanks, absorption fields, lagoons, and complex mechanical treatment plants. In general, calculations of costs should include:

1. All personal services, supplies, power, and equipment repairs necessary to operate and maintain wastewater facilities in accordance with accepted standards for resource protection and compliance with State and Federal regulations.
2. Maintenance projects (including replacement of equipment components of the system) necessary for utility operation funded from ONPS or Cyclic Maintenance (Type 280) accounts. Cyclic maintenance costs and other costs of a periodic nature should be allocated as a cost element over the appropriate number of fiscal years.

The kinds of operation and maintenance costs which should be included where appropriate in calculating the operating costs of wastewater utility services include but are not limited to:

1. Inspections.
2. Normal operational and maintenance procedures, in accordance with standard practices, required to comply with State and Federal regulations and to provide resource protection.
3. Energy required for pumping and treating wastewater.
4. Inspecting, cleaning and repairing sewerlines and manholes.

5. Repair and replacement of pumps, motors, electrical and mechanical equipment in lift station.
6. Absorption field replacement.
7. Repair and/or replacement of mechanical and electrical components in wastewater treatment and disposal plants.
8. Chemical costs associated with wastewater treatment and disposal.
9. Pumping septic tanks, vault toilets, pit toilets and holding tanks.
10. Lagoon and percolation pond cleaning.
11. Replacement of sludge drying bed media.
12. Laboratory equipment or fees necessary to monitor process, control and obtain reporting data as required by regulatory agencies.
13. Repair and/or replacement of flow monitoring equipment.
14. Winterizing and de-winterizing the system.
15. Removal of animals, vegetation and other obstructions.
16. State certification and licensing fees for plants and training costs for operators.
17. Cost of special maintenance assistance/engineers to monitor and improve performance.

Solid Waste Collection and Disposal

Solid waste collection and disposal costs will vary with the geographical distribution of the generating points, the volume generated at each location, and the distance to the disposal site. In general, calculations of operating costs should include:

1. All personal services, supplies, power, and equipment repairs necessary to operate and maintain solid waste collection and disposal facilities in accordance with Federal and State standards.
2. Maintenance projects (including replacement of equipment components of the system) necessary for the operation of the utility funded from ONPS or Cyclic Maintenance (Type 280) accounts. Cyclic maintenance costs and other costs of a periodic nature should be allocated as a cost element over the appropriate number of years.

The kinds of operation and maintenance costs which should be included where appropriate in calculating the operating costs of solid waste systems include but are not limited to:

1. Inspections.
2. Cost of storage containers, bins and liners.
3. Personnel, fuel and maintenance costs for collection/transportation equipment.
4. Personnel, fuel and maintenance costs for excavation and equipment at NPS operated landfills.
5. Disposal costs at commercial disposal sites or costs for permits.
6. Fence repair at NPS landfills.
7. Personnel, fuel and maintenance costs for incinerators.
8. Cost of incineration or disposal outside the park.

Electricity

The direct costs of electrical generation and distribution will vary depending on the type of generation (hydro or diesel), the length of transmission, and the size of the generator. In general, calculations of operating costs should include:

1. All personal services, supplies, power, and equipment repairs necessary to operate and maintain electricity system facilities in accordance with Federal and State standards.
2. Maintenance projects (including replacement of equipment components of the system) necessary for the operation of the utility funded from ONPS or Cyclic Maintenance (Type 280) accounts. Cyclic maintenance costs and other costs of a cyclic nature should be allocated as a cost element over the appropriate number of years.

The kinds of operation and maintenance costs which should be included where appropriate in calculating the operating costs of electricity systems include but are not limited to:

1. Inspections.
2. Maintenance of turbines, transformers, and switch gear.
3. Maintenance of distribution lines and meters.

4. Maintenance of diesel engines and generators.
5. Cost of fuel and antifreeze.
6. Winterizing and de-winterizing the system.
7. Removal of animals, vegetation and other obstructions (ice) from hydro intakes.